

COMMONWEALTH of VIRGINIA

DEPARTMENT OF MEDICAL ASSISTANCE SERVICES

600 East Broad Street, Suite 1300
Richmond, VA 23219

November 5, 2004

Dear Prospective Vendor:

The Department of Medical Assistance Services (DMAS) is soliciting proposals from qualified firms for non-emergency transportation brokerage services. The selected Contractor(s) will provide the required services for DMAS. Specific details about this procurement are in the enclosed request for proposal RFP 2005-01.

The Commonwealth will not pay any costs that any Contractor incurs in preparing a proposal and reserves the right to reject any and all proposals received.

Contractors are requested not to call this office. All issues and questions related to this RFP should be submitted in writing to the attention of Robert Knox, Transportation Manager, Health Care Services Division, 600 East Broad Street, Suite 1300, Richmond, VA 23219, or by fax at 804-371-6035. In order to expedite the process of submitting inquiries, it is requested that vendors submit any questions or issues by email in MS Word format to Transportation@dmass.virginia.gov.

Sincerely,

William D. Sydnor

William D. Sydnor
Director of Contract Management

Enclosure

**REQUEST FOR PROPOSALS
RFP 2005-01**

Issue Date: 11/05/2004

Title: Non-emergency Transportation Brokerage Services

Contract Period: An initial period of three years from date of award, with provisions for three 12-month extensions.

All inquiries should be directed in writing via email in MS Word Format to
Transportation@dmass.virginia.gov

Robert Knox, Transportation Manager
Health Care Services
Department of Medical Assistance Services
600 East Broad Street, Suite 1300
Richmond, Virginia 23219

Deadline for submitting inquiries is 10:00 a.m. local time on November 29, 2004

Proposal Due Date: Proposals will be accepted until 2:00 p.m. local time on January 5, 2005.

Submission Method: The proposal(s) must be sealed in an envelope or box and addressed as follows:

“RFP 2005-01 Sealed Proposal”
Department of Medical Assistance Services
Attention: William D. Sydnor
600 E. Broad Street, Suite 1300
Richmond, Virginia 23219

Facsimile transmission of the proposal is not acceptable.

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, §11-35.1 or against an Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

A mandatory Pre-Proposal Conference will be held at 10:00 am on November 19, 2004, at The Library of Virginia located at 800 East Broad Street, Richmond, Virginia 23219. The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. Due to the importance of all Offerors having a clear understanding of the specifications/scope of work and requirements for this solicitation, attendance at this conference will be a prerequisite for submitting a proposal. Proposals will only be accepted from those Offerors who are represented at this proposal conference. Attendance at the

conference will be evidenced by the representative's signature on the attendance roster. Due to space limitations, Offerors will be limited to two representatives each.

In compliance with this Request for Proposal and to all conditions imposed therein and hereby incorporated by reference, the undersigned proposes and agrees to furnish the services contained in their proposal.

Firm Name (Print)	F.I. or S.S. Number
Address	Print Name
Address	Title
City, State, Zip Code	Signature (Signed in Ink)
Telephone	Date Signed
Fax Number	
eVA Registration Required	eVA Vendor #:
Check Applicable Status ___Corporation ___Partnership ___Proprietorship ___Individual ___Woman Owned ___Minority Owned ___ Small Business	

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ATTACHMENTS:

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| Attachment A (8 Pgs): | Maps and the localities included in the seven transportation regions |
| Attachment B (8 Pgs): | Historical trip data by region and mode of transportation |
| Attachment C (2 Pgs): | Schedule of required Contractor reports |
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RFP 2005-01: TRANSPORTATION BROKERAGE SERVICES

1. PURPOSE AND DEFINITIONS

The Department of Medical Assistance Services (DMAS or the Department) is the single State agency in the Commonwealth of Virginia that administers the Medicaid Program under Title XIX of the Social Security Act. 42 Code of Federal Regulations, §431.53 requires states to assure necessary emergency and non-emergency transportation to recipients to and from providers. DMAS covers transportation for both Medicaid recipients and children enrolled in FAMIS, Virginia's federally approved program under Title XXI of the Social Security Act.

DMAS is hereby soliciting proposals from qualified organizations through a competitive procurement process for the brokerage of non-emergency transportation services to include coordination, management, and reimbursement of non-emergency transportation services. The Contractor(s) will be considered a Prepaid Ambulatory Health Plan (PAHP). These services are to provide eligible recipients with transportation services to and from services covered under the Medicaid program and the Virginia Title XXI program (FAMIS). This Request for Proposals (RFP) is for the brokerage of transportation services in each of seven (7) transportation regions that together cover all areas of the State for Medicaid recipients and children enrolled in Virginia's Title XXI program (FAMIS) who are not enrolled in a managed care plan. Medicaid transportation services also are provided for recipients enrolled in Medicaid home-based and community-based waiver programs.

Number of Awards: An Offeror may submit a proposal for one or more regions (Attachment A). A separate proposal is required for each region. The maximum number of contracts under this RFP is seven; the minimum number is one.

Based on the proposals, DMAS is planning to select and enter into a contractual agreement with qualified organizations for the brokerage and reimbursement of transportation services in each region of the Commonwealth. The Commonwealth is divided into seven transportation regions for purposes of this procurement (Attachment A). DMAS plans to enter into a contract for brokerage and reimbursement of non-emergency transportation services in each region or in a combination of regions.

DMAS encourages the collaboration of local entities and partnerships in each region to submit proposals that promote local involvement and management of non-emergency transportation services.

Duration of Contract: The duration of each contract resulting from this RFP is three years, with up to three one-year renewals at DMAS' option.

Exclusions: The Contractor will not be responsible for recipients enrolled in a managed care plan. In addition, all air carrier transportation services, exceptional out-of-state transportation, and emergency transportation services are excluded from this RFP and will continue to be paid directly by DMAS.

General Scope of Responsibilities: The successful Contractor in each region authorizes, schedules, manages and makes payment for all non-emergency Medicaid and Virginia Title XXI program transportation services including taxicabs, vans, mini-buses, wheelchair vans, stretcher vans, ambulances, fixed-route public transportation, and travel related expenses. The actual transportation services under this RFP will be provided through subcontracts between the Contractor and transportation providers. The successful Contractor in each region will be responsible for payment of transportation services furnished through subcontracts with transportation providers. The Contractor's contracted payments to transportation

providers shall be sufficient to support efficiency, economy and quality of care, to enlist enough providers and ensure recipients' access to covered medical services.

Service Volume: In 2003, the state's non-emergency transportation broker, LogistiCare, reported approximately 3.2 million one-way trips were made throughout the Commonwealth. These 3.2 million trips accounted for 32.3 million miles traveled. On average, there are approximately 300,000 recipients eligible to receive non-emergency transportation services in any given month. However, approximately 18-19,000 unduplicated recipients a month actually utilize non-emergency transportation services.

Fee-for-Service and Managed Care: DMAS has two different health care delivery programs for Medicaid and the Virginia Title XXI (FAMIS) program recipients for which transportation services are provided. These include a traditional fee-for-service program and those enrolled in managed care organizations (MCO).

The Contractor will be responsible for all non-emergency transportation services provided to Medicaid, and Virginia Title XXI program recipients in the fee-for-service program including the MEDALLION primary case management program. The Contractor will not be responsible for recipients enrolled in a managed care program.

If the Medallion II or the FAMIS Managed Care Organization (MCO) programs are expanded or contracted, DMAS reserves the right to adjust payment under the contract based on the number of recipients impacted by the programs in the region. DMAS also reserves the right to adjust payment to the Contractor as a result of federal or State regulatory changes, federally approved Medicaid waivers for Virginia, or court order that may occur after the contract award. DMAS intends to submit a 1915(b) waiver for the coverage of non-emergency transportation services addressed under this RFP. This waiver is subject to the approval of the Centers for Medicare and Medicaid Services, which has federal oversight of Medicaid programs. DMAS reserves the right to modify the contract as it deems necessary to meet federal approval of the waiver.

DMAS will notify the Contractor of any expansion or contraction of the managed care program and its projected impact on payment at least 60 days prior to implementation. As a recipient may transition between fee-for-service and the managed care program, the Contractor must be able to receive monthly information from the managed care organizations or their transportation subcontractors on trips previously scheduled. The Contractor must honor prior authorized trips; however, the Contractor can elect to use either the transportation provider already scheduled or one under contract to the Contractor. If the transportation provider is changed, the Contractor must notify the recipient and scheduled provider of service in advance.

1.2 Definitions

Throughout this RFP, the following definitions are applicable:

- Ambulance, as defined by *Code of Virginia* §32.1-111.1, means any vehicle, vessel or craft that holds a valid permit issued by the Virginia Department of Health, Office of Emergency Medical Services (OEMS) and that is specially constructed, equipped, maintained and operated, and intended to be used for emergency medical care and the transportation of patients who are sick, injured, wounded, or otherwise incapacitated or helpless. The word "ambulance" may not appear on any vehicle, vessel or aircraft that does not hold a valid EMS vehicle permit. This RFP applies only to non-emergency ambulance transportation.
- Area Agency on Aging means one of the twenty-five agencies designated by the Governor to receive federal funds under the Older Americans Act to provide services to older

Virginians. A list of the agencies and the localities they serve can be found at <http://www.aging.state.va.us/AAAlist.htm>.

- Assistant means the person who rides with the driver of a stretcher van, assists with loading and unloading the stretcher, and sits beside the passenger during transport.
- Attendant: see Transportation Attendant
- Available transportation means transportation to Medicaid and FAMIS covered services that can be provided safely by a spouse, by the parent or guardian of a minor child, or by the recipient. The driver must have a valid operator's license and there must be an available vehicle in the home. The vehicle must be in operable condition and available for use at the time of the appointment.
- Bariatric transport means transport is provided by ambulance to individuals who have a body mass index of greater than 40 or weigh at least 100 lbs. over ideal weight. The Contractor in each region must have a qualified ambulance operator who has the equipment and the training to transport patients up to 800 pounds. Bariatric transportation must comply with the most current guidelines, rules or regulations of the Virginia Department of Health, Office of Emergency Medical Services.
- Broker means any person not included in the term "motor carrier" and not a bona fide employee or agent of any such carrier, who, as principal or agent, sells or offers for sale any transportation subject to this chapter, or negotiates for, or holds himself out by solicitation, advertisement, or otherwise as one who sells, provides, furnishes, contracts, or arranges for such transportation. (*Code of Virginia* § 46.2-2000). The DMAS transportation broker is required to have a broker license from the Department of Motor Vehicles (*Code of Virginia*. § 46.2-2099.17-19).
- Complaint means an oral or written expression of dissatisfaction by a recipient, a recipient's family member or other responsible party, a facility or a provider.
- Contractor means an entity that has been awarded one or more regions under this RFP and has signed a contract with DMAS to provide transportation brokerage services.
- Curb-to-Curb Service means transportation provided to passengers who need little if any assistance between the vehicle and the door of the pick-up point or destination. The assistance provided by the driver includes opening and closing the vehicle doors, helping the passenger enter or exit the vehicle, folding and storing the recipient's wheelchair or other mobility device as necessary, or securing the wheelchair or other wheeled mobility device in the vehicle. It does not include the lifting of any recipient. Drivers are to remain at or near their vehicles and are not to enter any buildings.
- Door-to-Door Service means transportation provided to passengers who need assistance to safely move between the door of the vehicle and the door of the passenger's pick-up point or destination. The driver exits the vehicle and assists the passenger from the door of the pick-up point (e.g., residence), escorts the passenger to the door of the vehicle and assists the passenger in entering the vehicle. The driver is responsible for assisting the recipient throughout the trip and to the door of the destination. Drivers, except for ambulance or stretcher van personnel, should not enter a residence. In order to receive door-to-door service, the recipient must submit a medical certification statement from their physician. The certification must document that the recipient has a physical, sensory, mental, developmental or cognitive disability that requires door-to-door assistance to be provided for the safe transport of the recipient. Some examples of the disabilities that may require door-to-door assistance are:
 - Blindness
 - Deafness
 - Mental retardation

- Mental illness
- Dementia
- Physical disability to a degree that personal assistance is necessary
- Encounter: In non-emergency transportation, an encounter is a completed and reimbursed trip.
- Escort means a family member, friend or facility employee who accompanies a recipient for the entire trip and stays with the recipient at the destination. The Contractor is not responsible for providing escorts.
- Exceptional Out-of-State Transportation means non-emergency transportation to a site outside of Virginia's borders so that a recipient can receive health care treatment that is not normally provided through in-state health care providers. Examples include sending individuals with rare diseases to a nationally known treatment center, or using new treatment procedures that only a few specialists in the United States are able to provide. All exceptional out-of-state transportation services are arranged and pre-approved through DMAS. These services are not in the scope of the Contractor's responsibility. DMAS assumes responsibility for the cost of these trips.
- FAMIS means "Family Access to Medical Insurance Security." See "Title XXI recipients".
- Fraud means an intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to himself or herself or some other person. It includes any act that constitutes fraud under applicable federal or State law.
- Freedom of choice means, with certain exceptions, a State's Medicaid and FAMIS plans must allow recipients to have freedom of choice among health care providers participating in Medicaid and FAMIS. Effective July 2001, DMAS changed its non-emergency transportation coverage from a medical service to administrative claiming. This change allowed DMAS to coordinate transportation services in a cost-effective manner. While this change removed freedom of choice for non-emergency transportation, the broker should accommodate a recipient's request for a specific provider when able to, especially in the transportation of recipients with disabilities.
- Hand-to-Hand Transportation means transporting the recipient from the a person at the pick-up point into the hands of a facility staff member, family member or other responsible party at the destination. Some recipients with dementia or developmental disabilities, for example, may need to be transported hand-to-hand. In order to receive hand-to-hand service, the recipient must submit a medical certification statement from their physician.
- Hospital discharge means upon notification by a hospital that a Medicaid or FAMIS recipient is ready for discharge, the Contractor contacts an appropriate transportation provider for pick-up within three (3) hours. A hospital discharge also shall be considered an urgent trip.
- Implementation means July 1 2005, the date that the Contractor must begin providing transportation services to recipients.
- Late means more than 15 minutes after the scheduled pick-up time.
- Medallion II means a mandatory managed care program currently in 103 localities in the Tidewater, Central Virginia, Roanoke, and Northern Virginia areas. Recipients covered under the Medallion II program are not eligible for transportation services under this contract. Medicaid recipients means persons currently enrolled with DMAS who are receiving services under the Virginia State Plan for Medical Assistance Services and Medicaid Waivers, as amended.
- Medicaid services means services under the Virginia State Plan for Medical Assistance Services, as amended, as provided for in Title XIX of the Social Security Act and services

under waivers approved for Virginia by the Centers for Medicare and Medicaid Services (CMS) under Title XIX of the Social Security Act.

- Nearest appropriate provider means the nearest service provider who provides the Medicaid or FAMIS covered service needed by the recipient, who will accept the Medicaid or FAMIS recipient as a patient, and who can provide the service when it is needed.
- Offeror means an entity that is offering a proposal in response to this RFP.
- On time means fifteen (15) minutes before the scheduled pick-up time until fifteen (15) minutes after this scheduled pick-up time. If the vehicle arrives within this span of time, the vehicle is on time for the pick-up.
- Out-of-State Transportation is allowed to the extent that it is the general practice for recipients in a particular locality to use services in a bordering state. Examples are travel from Scott County, Virginia to Kingsport, Tennessee or travel from Tazewell County, Virginia to Bluefield, West Virginia, from Fairfax County to the District of Columbia or other similar near-by locations in bordering states.
- Personal Assistant means a person who is designated by a recipient to assist with one or more daily life functions, including helping the recipient use transportation services. A fare is not charged for the attendant to ride with the recipient.
- Public Transportation, Fixed-Route means transportation by means of a public transit vehicle that follows an advertised route on an advertised schedule and does not deviate from the route or the schedule. Passengers are picked up at designated stops
- Recipients with disabilities means Medicaid and FAMIS recipients with a physical, sensory, mental, developmental, or cognitive disability. Recipients with disabilities, especially those residing in nursing facilities, frequently require door-to-door or hand-to-hand transportation.
Standing orders mean recurring or repetitive trips with the same pick-up point, pick-up time, destination and return. Trips to dialysis, adult day health care, day support and supported employment are examples of services that often are treated as standing orders.
- Stretcher van service means transportation is provided to an individual who cannot be transported in a taxi or wheelchair van and who does not need the medical services of an ambulance. Stretcher van service does not provide emergency medical transport and does not include any medical monitoring, medical aid, medical care or medical treatment during transport. The vehicle requirements and limits on the use of stretcher van service are found in Section 4.10.3 of this RFP.
- Taxicab means any motor vehicle having a seating capacity of not more than six passengers, excluding the driver, not operating on a regular route or between fixed terminals used in the transportation of passengers for hire or for compensation.
- Title XXI recipients means persons currently enrolled with DMAS who are eligible to receive services under the federally approved plan for Virginia, as amended, under Title XXI of the Social Security Act. These persons have been certified and enrolled by the recognized organization for eligibility determination under the federally approved Title XXI plan for Virginia. The Virginia Title XXI plan is called Family Access to Medical Insurance Security (FAMIS). For the purposes of this contract, only FAMIS fee-for-service and FAMIS Primary Care Case Management (PCCM) enrollees are eligible for non-emergency transportation.
- Title XXI services means services in the federally approved plan for Virginia, as amended, under Title XXI of the Social Security Act. Transportation is a covered service under the Family Access to Medical Insurance Security (FAMIS) Plan for fee-for-service and FAMIS PCCM recipients.

- Transportation attendant means a person provided by the Contractor to assist the driver and to accompany a recipient or group of recipients during transport in order to ensure the safe operation of the vehicle and the safety of the recipients.
- Transportation services mean necessary non-emergency transportation services provided to Virginia Medicaid and Virginia Title XXI program recipients to ensure reasonable access to and from Medicaid and FAMIS covered services. Necessary transportation is defined as the mode of transportation available that is most appropriate to the needs of the recipient. Currently, covered non-emergency transportation services include ambulance, wheelchair van, stretcher van, fixed-route public transportation, gas reimbursement and taxi (including sedans and mini-vans).
- Urgent trip means an unscheduled episodic situation in which there is no immediate threat to life or limb but the recipient must be seen on the day of the request and treatment cannot be delayed until the next day. The Contractor may verify with the direct provider of service that the need for urgent care exists.
- Virginia Title XXI (FAMIS) program is a federal and State funded health insurance program for children. It is designed to meet the health care needs of Virginia's uninsured children less than 19 years of age, in working families that earn too much to qualify for Medicaid, but not enough to afford private health insurance.
- Wheelchair Van: A wheelchair van is a motorized vehicle equipped specifically with certified wheelchair lifts or other equipment designed to carry persons in wheelchairs, or other mobility devices. Wheelchair van services can only be used in non-emergency situations and are limited to use by recipients who can sit upright and have no acute medical problems that require the recipient to remain in a lying position; and by recipients who use a mobility device.

2. HISTORY

Transportation plays an important role in assuring recipients' access to Medicaid and Title XXI covered services. Transportation is of particular importance to nursing facility residents, to the frail elderly, to recipients with disabilities and to recipients who need critical services such as dialysis, rehabilitation, physical therapy, or chemotherapy, and in each case have no other transportation available.

Fee-for-Service Transportation: Prior to July 1, 2001, DMAS Medicaid and Virginia Title XXI program recipients not enrolled in managed care plans had freedom of choice to obtain services from any qualified Medicaid transportation provider and, therefore, had unlimited direct access to most Medicaid transportation services. During that time, recipients generally arranged their own transportation to Medicaid and Virginia Title XXI program covered services directly with transportation providers.

DMAS made direct payment to over 1500 enrolled transportation providers. In order to be paid, the transportation provider was required to verify the recipient's eligibility, provide the transportation, and submit a properly completed CMS-1500 invoice and transportation verification form to the DMAS fiscal agent for payment.

Fraud and abuse were significant issues in Medicaid and Title XXI transportation services prior to July 2001. DMAS was extremely concerned about the inappropriate use of Medicaid covered transportation both on the part of transportation providers and recipients. During the 1990's, the number of fee-for-service Medicaid recipients steadily declined as a result of welfare reform and the expansion of managed care programs. However, total transportation utilization and expenditures continued to increase steadily. Inappropriate or illegal transportation use was a major contributing factor for the increase. This included

transportation for an ineligible rider; for a trip to a non-covered Medicaid service; for more miles than the actual distance of the trip; for multiple trips where only one trip was necessary, such as for the filling of multiple prescriptions; for providing the trip in an ambulance or wheelchair-accessible vehicle when the recipient did not require this more costly service; and for a trip that never occurred.

Because of the significant rise in Medicaid transportation utilization, expenditures and fraud, DMAS examined ways to manage Medicaid more effectively transportation for its fee-for-service and MEDALLION recipients.

In 1998, DMAS implemented a pilot project with two Area Agencies on Aging in Southwest Virginia who utilized local knowledge of transportation services and the “transportation brokerage” model. In this model, an entity contracts with and pays transportation providers, verifies recipients’ Medicaid or Virginia Title XXI program eligibility, verifies their need for transportation services, determines the most appropriate mode of transportation service for a recipient, authorizes the transportation services, and arranges trips with a subcontracted transportation provider.

In this pilot project, recipients still had freedom of choice regarding their transportation provider. Brokerage staff arranged transportation with providers selected by the recipient. The brokerage staff was very familiar with an area’s geography and transportation resources and was able to manage transportation efficiently. The pilot project greatly improved the level of rural transportation services in a cost-effective way. A 1997 Office of Inspector General (OIG) study found that “in addition to saving money, brokerages were also effective in controlling fraud and abuse by both providers and beneficiaries, and that they promoted the use of the least costly transportation modes and providers.”

An RFP for brokerage services was issued in October 2000 and two brokers were selected. LogistiCare Solutions, Inc. of Atlanta, GA was awarded Regions 1, 5, and 6. A division of DynCorp, Inc. of Reston, VA was awarded regions 2, 3, 4, and 7. Later in the year, the DynCorp division was merged with another corporation to form DynTek. The contracts with the brokers were for two years, with the possibility of three 12-month extensions. The statewide, non-emergency transportation brokerage program began in July 2001 in the LogistiCare regions. Start-up difficulties delayed DynCorp’s implementation until September 2001.

The two brokers contracted with over 500 transportation providers altogether. The transition from a fee-for-service program to a brokerage model was lengthy and sometimes difficult. Outreach and education of recipients, providers, and facilities was a major focus of the first two years and continues today. Pre-authorization of trips was a major adjustment for recipients and the many facilities and providers that were accustomed to calling directly to their transportation providers. Transportation providers had to learn new billing processes and meet new vehicle requirements. The brokers had to master the geography and culture of a large, diverse state, while developing business relationships with a large network of providers. DMAS itself had to learn how to work with its brokers and clarify policies that were generally understood but not always clearly written.

In the second year of the contract, DMAS notified the brokers that the contracts would not be extended and a new RFP would be issued for service beginning June 30, 2003. However, DynTek experienced financial difficulties and fell behind in paying their transportation providers. In December 2002, DMAS and DynTek mutually agreed to terminate their contractual relationship. LogistiCare became the broker for all seven regions and its contract has been extended twice. DMAS is currently developing a 1915(b) waiver for non-emergency transportation.

Potential Cost Savings and Service Improvements: Since July 2001, fraud has been largely eliminated. The network of Medicaid providers has decreased significantly from over 1500 enrolled transportation

providers before brokerage to less than 300 providers today. Fraud is no longer a major cost control issue but is still a potential problem. DMAS expects that cost savings measures can be taken in the increased use of fixed-route public transportation and stretcher vans. DMAS expects each Contractor to work with community-based groups (e.g., community service board, center for independent living, Association for Retarded Citizens, Area Agency on Aging) and transit systems to maximize the use of fixed-route public transit for recipients who are able to safely use this service. There may also be savings in working with transportation providers to group trips in order to increase productivity and reduce per trip costs.

Note: Effective July 2004, approximately 800 additional Home- and Community-based Waiver slots have been allocated. DMAS estimates that approximately 55% of these recipients will utilize transportation services once services are available.

The Contractor and providers are expected to treat each other with mutual respect and to work cooperatively to improve the profession through training, quality assurance monitoring and good communications.

3. NATURE AND SCOPE OF SERVICES

Contractors are required to ensure that Medicaid and FAMIS recipients, especially those who are elderly or disabled, receive transportation service that is safe, reliable and on time. This section sets forth the nature and scope of the brokerage services required under this RFP and the resulting contract.

The successful Contractor shall perform the following tasks that are described in detail in Section 4. "Technical Proposal Requirements":

1. Inform and educate recipients and facility providers about the non-emergency transportation program and process,
2. Verify recipient eligibility for Medicaid or the Virginia Title XXI program,
3. Verify the purpose of trip is for a service covered by Medicaid or Virginia Title XXI,
4. Assess the recipient's need for DMAS covered transportation,
5. Determine the appropriate mode of transport,
6. Authorize transportation services on a per-trip or recurring basis,
7. Schedule, group and assign trips individually or as standing orders,
8. Operate a telephone call center,
9. Recruit and maintain an adequate transportation provider network,
10. Provide equitable and fair reimbursement for transportation services,
11. Train providers in billing and other operational processes established by Contractor,
12. Ensure compliance with driver and vehicle requirements,
13. Develop and implement a monitoring and quality assurance plan,
14. Develop and implement a complaint tracking and resolution plan,
15. Develop a turnover plan for transition of the contract to another broker or DMAS,
16. Provide administrative oversight,
17. Submit management reports,
18. Protect recipient confidentiality, and
19. Maintain adequate staff and facilities.

The Contractor shall ensure that all of these functions are performed properly and efficiently. The Contractor shall be in compliance with 42 Code of Federal Regulations Subchapter C including the reference to recipient's rights and Contractor responsibilities in serving these recipients as they apply to Pre-paid Ambulatory Health Plans.

Attachments: DMAS provides all transportation data in the attachments as historical information and makes no representation that these data are an indication of future enrollment and transportation utilization. Note that many of the data represent the experience of relatively few eligibles and are consequently subject to variation over time.

- a) Maps and the localities included in the seven transportation regions are at Attachment A.
- b) Historical trip data by region and mode of transportation are displayed in Attachment B.
- c) Attachment C contains a schedule of required Contractor reports.
- d) Attachment D contains the Reference Form.
- e) Attachment E contains the point estimate per-member-per-month (PMPM) rates, rate categories, and historical member months. The data contained in Attachment E should aid Offerors in determining historic utilization by region and mode of transport.
- f) Attachment F contains the Startup Costs Estimate Form.
- g) Attachment G contains the 2003 Historical Call Center Phone Systems Report.
- h) Attachment H contains Regional Office Historical Call Statistics.
- i) Attachment I contains the Cost Proposal Form.

Resources: The State Plan for Medical Assistance Services, the DMAS Transportation Manual, (revised 2004), other provider manuals and general information regarding Medicaid and the Virginia Title XXI program are available on the DMAS website at <http://www.dmas.virginia.gov> to help in defining the scope of duties and policies.

3.1 Brokerage Process

The basic steps the Contractor shall follow in arranging transportation, authorizing transportation services, and reimbursing providers for services are as follows:

- The Contractor receives the telephone call from the recipient or the recipient's representative requesting non-emergency transportation service. The Contractor obtains and tracks the trip information including the date, time and place of the appointment, and whether it is a recurring or one-time trip.
- The Contractor reviews the trip request and verifies the recipient's Medicaid or Virginia Title XXI program eligibility for the requested date of service.
- The Contractor assesses the recipient's eligibility for transportation services in accordance with current DMAS transportation policy. This includes a determination that the recipient has no other transportation available from the spouse or, in the case of minors, from a custodial parent or guardian. Exceptions to "no other transportation available" shall be made for recipients who are receiving dialysis treatment; who are receiving foster care; or who are enrolled in a Medicaid home or community-based waiver; and when the length or frequency of the trip would pose a financial burden to the recipient or the recipient's family.
- The Contractor shall also verify that the trip is to a Medicaid or Title XXI covered service. The Contractor may verify the transportation need by confirming the appointment with the Medicaid or FAMIS service provider.
- Any special needs of the recipient are noted that may affect the mode of transportation needed and the appropriate mode of transportation is selected.
- Upon completion of the screening of an eligible recipient and an eligible trip, the Contractor authorizes the transportation service and informs the recipient or the recipient's representative of the scheduled pick-up time.
- The Contractor assigns the trip to the most appropriate cost-effective subcontracted transportation provider available, consistent with the transportation needs of the recipient. The transportation

provider is notified of the assignment in sufficient time to accept the trip or reject it, in which case there must be sufficient time to assign it to another provider.

- The Contractor shall have an established method of effectively identifying, scheduling, and coordinating standing orders or recurring trips. The Contractor, to the extent possible, shall use the same transportation providers and drivers for all trips for recipients with disabilities.
- The Contractor informs the recipient or the recipient's representative of the transportation arrangements, if this information is not given during the initial call from the recipient.
- The Contractor or transportation provider re-confirms the pick-up with the recipient or the recipient's representative 24 hours ahead of the scheduled appointment to reduce the possibility of a no-show.
- After the trip occurs, the Contractor makes payment to the transportation provider within 30 days of receipt of a properly completed and fully reconciled trip invoice. The Contractor may contact the service provider to verify that the recipient received the authorized transportation service to a covered service.

These procedures are applicable when subcontracted transportation providers are used. The procedures may vary when fixed-route public transportation, gas reimbursement, or other appropriate transportation services are used.

3.2 Service Parameters

- Adequate Network: The Contractor shall recruit and maintain an adequate network of local transportation providers to ensure that transportation is safe, reliable and on time. This includes the services of taxicabs, wheelchair vans, stretcher vans, ambulances, and fixed-route public transportation.
- Hours of Service: The transportation services shall be provided 24 hours a day, including evenings, weekends and holidays.
- Appropriate Mode: The Contractor shall determine and authorize the most appropriate and economical mode of transportation for each eligible recipient requesting transportation services. The Contractor is encouraged to develop innovative strategies to reduce per trip costs such as providing gas reimbursement and toll payments for volunteers or relatives and making greater use of fixed-route public transportation.
- Hospital Discharges: Requests from hospitals must be accommodated promptly to avoid unnecessary hardship for the recipient and family members. Prompt pick-up also prevents unnecessary expense to the discharging hospital and to the facility that is receiving the recipient. The Contractor, regardless of the time of day, shall pick up recipients being discharged from hospitals or emergency room care within three (3) hours of the receipt of the request.
- On-Time Arrival: "On-time" is defined as the time from fifteen (15) minutes before the scheduled pick-up time until fifteen (15) minutes after this scheduled pick-up time. If the vehicle arrives within this span of time, the vehicle is on time for the pick-up. The driver shall make his presence known to the recipient and wait at least five minutes. If the recipient is not present for pick up, the driver shall notify the Contractor before departing from the pick-up location. Transportation providers cannot change the assigned pick-up time without permission from the Contractor.
- Other Riders: A transportation attendant or personal assistant may ride with a recipient at no extra charge. The attendant is expected to assist the patient and the driver as requested. Up to two children may ride with an eligible recipient, on a space available basis, also at no charge. The parent or guardian must provide appropriate car seats for infants and children. Attendants and children must be scheduled when the recipient makes the trip reservation to ensure adequate space on the vehicle.

- Payments to Providers: The Contractor's payments to transportation providers shall be equitable and fair to ensure that recipients have adequate access to transportation services. The Contractor may negotiate rates through competitive bidding or utilize other strategies to ensure that the most appropriate and cost effective transportation services are provided.
- Travel Time On Board: During multi-load situations, every effort will be made by the Contractor and its subcontracted transportation provider to ensure recipients do not remain in the vehicle for more than forty-five minutes longer than the average travel time for direct transport from the first point of pick-up to the destination. If delay occurs, the Contractor must contact scheduled riders (or a responsible party) and the facility or service provider at their pick-up points.
- Urgent Trip: An urgent trip is required by an unscheduled episodic situation in which there is no immediate threat to life or limb but the recipient must be seen on the day of the request and treatment cannot be delayed until the next day will be accommodated within three hours of the time the request is made. The Contractor is responsible for providing same-day transportation services when the recipient has no other available means of transportation and requests services for urgent care.

4. TECHNICAL PROPOSAL REQUIREMENTS

This section contains the technical proposal requirements for this RFP. The Offeror shall provide a detailed narrative of how it will define and perform each of the required tasks listed in this section. The narrative shall demonstrate that the Offeror has considered all the requirements and developed a specific approach to meeting them that will support a successful project. It is not sufficient to state that the requirements will be met. The description shall correspond to the order of the tasks described herein.

4.1. Inform and Educate Recipients and Facilities

The Offeror should describe its plans for and experience in informing and educating a large and diverse audience about its services.

Initial Information and Education: The Contractor shall provide written and oral information to adequately educate recipients, long-term care facilities, dialysis centers, local human service agencies, drivers, and other service providers in the region. Education shall emphasize the availability of non-emergency transportation services, eligibility for these services, the authorization process for single trips and standing orders, and how to access and use these services properly.

Prior to project implementation, DMAS, with the assistance of the Contractor, will notify all current recipients, facilities and providers of the changes in the transportation delivery system and the Contractor's toll-free and Voice/TTY number for requesting non-emergency transportation services and contacting quality assurance personnel.

Supplemental Materials: The Contractor is encouraged to develop supplemental written materials for recipients, facilities and transportation providers. Any materials developed by the Contractor for distribution to recipients, facilities, transportation or other providers require prior approval by DMAS at least 5 business days before distribution.

Recipient Education: The Contractor is responsible for educating recipients who do not comply with established policies and procedures. The Contractor shall use a recipient education policy provided by DMAS for recipients who are chronically late or absent for scheduled trips. The policy also covers recipients whose behavior en-route threatens the safety of the recipient, the

driver, other passengers or the safe operation of the vehicle. Incidents must be documented promptly in the transportation database. Excessive incidents may result in loss of some transportation options. For example, the Contractor may require recipients who are habitual no-shows to call when they are ready to be picked up. The Contractor or contracted transportation providers may not charge recipients for no-shows.

Prior to Implementation: Thirty (30) days prior to implementation, the Contractor shall mail (via first class) at their cost written materials developed by DMAS to inform and educate the eligible Medicaid population about the new transportation delivery system.

4.2. Verify Recipient Eligibility

The Contractor shall be responsible for receiving and processing all requests for non-emergency transportation services for fee-for-service Medicaid and FAMIS program recipients residing in the region who are not enrolled in a managed careplan.

Eligibility File: At least twice monthly, DMAS will provide the Contractor a downloadable file of Medicaid and FAMIS recipients who are eligible for transportation in the Contractor's region. For each recipient requesting non-emergency transportation services, the Contractor shall verify the recipient's enrollment in Medicaid or the Virginia Title XXI plan and make an assessment of the recipient's need for transportation services. This assessment shall be in accordance with DMAS transportation policy as set forth in the DMAS Transportation Manual and through DMAS policy updates. The Contractor, however, shall not assess recipients' need for Medicaid or Title XXI covered services.

Pertinent considerations in determining a recipient's need for transportation services include:

1. Whether the recipient is enrolled in fee-for-service Medicaid or FAMIS on the date of service;
2. Whether the transportation is to or from a service covered by Medicaid or FAMIS;
3. Whether the recipient has no other transportation available from a spouse or, in the case of minors, from a custodial parent or guardian. If the recipient owns a vehicle, the Contractor shall determine if there is a reason why the recipient's own transportation cannot be utilized (such as the vehicle needs repair, out of gas, etc).
4. Whether the transportation is to or from the nearest appropriate provider of care unless the recipient has a long-term relationship (of at least one year) with another provider within fifty miles of the recipient's home. The Contractor shall not deny the trip without determining if a closer appropriate provider is available. The Contractor may require a written verification from the recipient's physician or psychologist attesting to the need for travel outside the area for specialized services.

Retroactive Eligibility

The Contractor's payment is per-member-per-month and the payment includes recipients who have become eligible retroactively. Therefore, the Contractor is expected to have procedures in place to pay transportation claims for individuals who have applied for Medicaid but whose eligibility is deemed pending. The Offeror should explain how trips will be authorized and claims from providers will be paid.

Changes in DMAS Policy or Services: DMAS will provide the Contractor with instructions and ongoing training on Medicaid and FAMIS policy regarding specific Medicaid and FAMIS programs and covered services.

Note: Effective July 2004, approximately 800 additional Home- and Community-based Waiver slots have been allocated. DMAS estimates that approximately 55% of these recipients will utilize transportation services once services are available.

Transportation Out-of-Region or Out-of-State: The Contractor shall arrange transportation into and out of other regions and out-of-state when appropriate for eligible recipients residing in the region. The Contractor is not responsible for arranging transportation for recipients who reside outside of the region covered by the contract. The Contractor shall have a procedure for referring these recipients to the Contractor covering the region where the recipient resides. The Contractor to whom the recipient is referred will promptly evaluate the recipient's need for the service and arrange transportation for that recipient.

4.3. Authorize Transportation Services

The Contractor shall ensure that the transportation services authorized by the Contractor are the most appropriate transportation mode to meet the recipient's needs and in accordance with DMAS policy. The Contractor may need to contact the recipient's primary contact person, primary care physician, or other service provider to assess the recipient's need for special transportation services.

Fixed-Route Public Transportation: As the first option, the Contractor shall utilize the services of fixed-route public transportation if available and appropriate. Public inter-city bus and train service is also available in a number of urban areas in the Commonwealth including Richmond, Tidewater, Lynchburg, Danville, Roanoke, and Northern Virginia. The Contractor shall provide recipients with disabilities with "travel training" in the use of fixed-route public transportation.

Allowable Related Expenses: The Contractor shall also ensure necessary related transportation expenses such as attendants, tolls, parking, meals, and lodging are provided to eligible recipients as allowed under the Title XIX or Title XXI plan for Virginia.

Transportation Available Without Charge: Medicaid funds may not be used to pay for transportation services that are otherwise available without charge to both Medicaid and non-Medicaid recipients. Medicaid is generally the payer of last resort except for certain federal programs such as Title V Maternal and Child Health Block Grant funded services or special education related health services funded under the Individuals with Disabilities Education Act (IDEA). The Contractor may deny a recipient's trip request based on these Medicaid guidelines.

Denial of Service and Recipient Appeal Rights: When denying a request for transportation, the Contractor shall orally notify each recipient at the time of the request and state the reason for the denial. Within two business days of the denial, the Contractor shall also notify the recipient in writing of the reason for denying the transportation service. The denial letter shall use a template provided by DMAS upon contract award. The denial shall state the reason for the denial, citing the specific law, regulation or DMAS policy. It shall also include a notification of the recipient's appeal rights and a copy of the form for requesting an appeal hearing from DMAS. The Contractor shall prepare for and participate in recipient appeals as requested by DMAS, at the Contractor's expense.

DMAS Authority: In individual cases where the contract requirements or the DMAS Transportation Manual do not address the issue or require interpretation, DMAS shall retain ultimate decision-making authority on authorization of transportation services. The decisions of

the Appeals Division of DMAS on matters involving the Contractor's denial of transportation requests shall be final and binding on the Contractor.

Liquidated Damages: In the event the Contractor fails to mail a recipient a notice of the reason for denying transportation service within two business days of the denial, DMAS may apply liquidated damages against the Contractor's monthly payment from DMAS up to \$250.00 per incident.

4.4. Schedule and Dispatch Trips

Automated Scheduling: The Contractor shall utilize an automated method to schedule recipient trips once they are authorized and shall ensure that dispatching activities are performed efficiently. The scheduling method used must be capable of accommodating recurring trips, one-time trips, advance reservations, hospital and emergency room discharges, and requests for urgent trips. "Urgent trips" involve unscheduled episodic situations in which there is no threat to life or limb, but the recipient must be transported on the day of the request.

Adverse Impact on Facilities and Other Service Providers: The Contractor shall ensure that transportation is scheduled and delivered reliably and on-time. Provider no-shows and late arrivals, like broker failures to maintain an adequate network or unnecessary delays in routing trips, frequently have an adverse impact on both the Medicaid and FAMIS recipient and the Medicaid service provider.

Trips shall be scheduled to ensure that the average waiting time for pick-up or delivery does not exceed 15 minutes. The Contractor shall ensure that recipients arrive at pre-arranged times for appointments and are picked up at pre-arranged times for the return trip if the covered service follows a reliable schedule (e.g., dialysis, day support, supported employment, adult day health care.) The pre-arranged times may not be changed by the assigned transportation provider, driver or facility without prior permission from the Contractor.

Grouping of Trips: The Contractor and a transportation provider may work together to group trips to reduce the recipients' travel time and to promote efficiency and cost effectiveness for transportation providers. Travel time for a group trip cannot exceed by more than 45 minutes the time for the first recipient to complete the trip without stops.

Software: Contractors shall be required to provide the software necessary for recipient eligibility determination, trip reservations, scheduling, routing and grouping, record keeping and reporting, as required by this RFP. The software will be licensed to DMAS. DMAS will also own all data and files. If the software is proprietary, DMAS shall own all of the recipient data, trip data, and other relevant data but not the program files.

Advance Reservations: Recipients must make requests for transportation not less than 48 hours (two calendar days) before the service is needed. However, scheduling problems will occur from time to time when providing urgent trips or return trips. The Contractor shall demonstrate an ability to deal with last minute requests from recipients, scheduling changes, and providers who do not arrive for scheduled pick-ups.

Attendants and Escorts: The Contractor shall allow one escort or personal assistant to accompany a recipient or group of recipients who have special needs or who are minor children. Minor children are considered under age 18. An escort is a parent, caretaker, relative or friend who accompanies the recipient. No charge shall be made for escorts or personal assistants.

The Contractor shall provide a transportation attendant for a recipient or group of recipients when it is necessary for the safety of the recipient(s), to ensure timeliness of the trip and to reduce behavioral problems en route.

Unscheduled Pick-up: When a time for the recipient's return trip cannot be scheduled in advance, the Contractor shall ensure timely pick-up of recipients following the completion of their appointments. Pick-up must occur within 60 minutes of the Contractor receiving notification that the recipient's appointment is completed. The Contractor shall ensure that the recipient is returned to their point of origin.

Scheduling Consistency for Recipients with Disabilities or Special Health Care Needs: DMAS expects the Contractor to accommodate passengers who have disabilities or special health care needs. Recipients with developmental or cognitive disabilities who have standing orders or recurring trips must, to the extent possible, be scheduled continuously with the same providers and drivers. When the contract begins, the Contractor should maintain standing order passengers with their current providers to the extent practicable. Consistent driver assignments also help to ensure timeliness and reduce behavioral problems en route. Recipients' familiarity with drivers helps expedite passenger loading and unloading. Similar accommodations should be provided to recipients who are physically frail, receiving dialysis or have other significant health care needs or are limited in their activities of daily living.

The Contractor should work with its providers to develop regular routes for standing orders, serving the same recipients each day with regular driver assignments that change only in case of vacation, illness, or performance problems including those based on customer feedback. The recipient's family and facility (e.g., dialysis center, day support program or adult day health care program) should be notified by the Contractor at least 48 hours in advance of any known changes in drivers or providers.

The Contractor and provider will maintain consistent routes and pick-up/drop-off times, once efficient routes have been established. The Contractor shall work closely with transportation providers, nursing facilities, dialysis centers, Area Agencies on Aging (AAA), Community Services Boards (CSB), and private providers of mental health, mental retardation and developmental disability service providers to ensure that scheduling consistency occurs for their recipients.

Communication with Providers: In order to comply with HIPAA requirements for protecting personal health information, trip assignments should be sent from the Contractor to the provider by a facsimile device. Providers and Contractors must have a dedicated telephone line available twenty-four hours per day for faxing purposes.

Liquidated Damages: If the Contractor fails to perform as set forth in Section 4.4 Schedule and Dispatch Trips, DMAS may apply liquidated damages against the monthly payment from DMAS up to \$500.00 per incident.

4.5 Real-time Communications

For the safety of passengers, the Contractor must have a real-time link (e.g., telephone or two-way radio) with each transportation provider in order to ensure that each trip is completed on time and to resolve problems as they occur. Each transportation provider must also have a real-time link with each vehicle in its fleet.

The Contractor shall ensure that all real-time activities, including but not limited to those listed below, are managed in a professional manner.

- 1) Emergencies such as accidents, incidents, and vehicle breakdowns. In the event of a vehicle breakdown, the provider must contact the Contractor immediately to report the breakdown and arrange for alternative transportation for the client(s) on board.
- 2) Cancellations of trips by recipients
- 3) Complaints about late trips and no-shows
- 4) Recovery of late trips and no-shows

The Offeror shall detail the approach to real-time communication. The description must include how the communications between recipient, Contractor, provider, and driver will be managed to ensure that there are no delays in recipient services or emergency relief.

4.6 Backup Service

Fulfillment of All Trip Requests: The Contractor is responsible for fulfilling all verified trip requests and ensuring that all trips are completed safely and on-time. DMAS expects the Contractor to pay more for after-hours or weekend trips if necessary. Occasionally, the Contractor may not be able to find a provider for a recipient's trip. A late night discharge from an emergency room is one example. In that event, the Contractor must take whatever steps are necessary to find and pay a reliable out-of-network provider for the trip or, as detailed below, serve as the provider of last resort.

Contractor-Operated Vehicles: The Contractor may directly operate vehicles and provide trips with these vehicles as the provider of last resort. However, the Contractor is prohibited from directly operating more than five percent (5%) of the total eligible monthly one-way trips in a region. When the Contractor provides a trip, the following conditions must be met: 1) efforts to make arrangements for transportation through subcontracted transportation providers have failed, and 2) the transportation is provided after hours (between the hours of 6 PM and 6 AM) or during severe weather.

Prior to use by the Contractor, the vehicles must be inspected and the drivers must be credentialed using the same requirements applied to other providers in Section 4.10 of this RFP.

Trip Recovery: The Contractor must ensure that each provider is responsive to all vehicle breakdowns, problems or delays in delivering service. The Contractor must ensure that the provider has adequate backup vehicles to recover the trips, and ensure that recipients are not late for their appointment and do not have excessive time on the vehicle.

Notification by Providers: The provider must inform the Contractor immediately of any breakdown, accident or incident as well as any other problems that might cause a delay of more than fifteen minutes in the trip. Immediately after the Contractor is notified of a delay exceeding fifteen minutes, the Contractor must also notify the recipients or their representatives and the facilities or families at the destination point. If necessary, other transportation should be arranged to ensure appropriate transport.

Adverse Weather Plan: The Contract shall have a written plan that describes how the Contractor will provide transportation for recipients who need dialysis and other critical medical care during adverse weather conditions such as hurricanes, other flooding, tornado warnings or heavy snowfall.

The plan shall identify both facilities and providers that are available. The plan must be submitted to DMAS for approval by July 15 annually.

4.7 Establish and Maintain Transportation Database

The Contractor shall establish and maintain a computer database sufficient to meet the needs of the transportation program in the region(s) contracted. The Contractor shall be able to process monthly computer files of Medicaid and Title XXI recipients in the region and related information from DMAS or its fiscal agent, First Health Services Corporation. This information shall be used to confirm recipient eligibility and assist with service authorization and trip scheduling. This recipient eligibility file will be in an ASCII or other general file format for use on personal computers. Eligibility information is available via an electronic bulletin board and is updated twice monthly. The Contractor will be expected to access the data without additional cost to DMAS. DMAS will provide the Contractor with a minimum 60-calendar day advance notice prior to the date of implementation of any changes in access.

Data Elements: The Contractor shall maintain client level computerized data on recipients that contain the following data elements, at a minimum:

- 1) Recipient's name
- 2) Date of birth and current age
- 3) Gender
- 4) Weight, if in excess of 250 pounds
- 5) Medicaid or FAMIS program ID number
- 6) Physical address
- 7) Telephone
- 8) E-mail address
- 9) Primary contact person (this includes contact information, and could be a family member, case manager, or other representative)
- 10) Directions to home if applicable
- 11) Program eligibility
- 12) Name of primary care provider (PCP)
- 13) Telephone Number of PCP
- 14) Third party liability status
- 15) Usual mode of transportation (e.g., wheel chair)
- 16) Verification of appointment, if applicable
- 17) Notes
- 18) Special needs (e.g., medical condition, weight, wheelchair, walker, door-to-door assistance, language, etc.)
- 19) Assistance needed (do they need assistance to complete the trip)
- 20) Two-year trip history
- 21) Recipient eligibility category information (e.g., MR Waiver, FAMIS, etc.)

The Contractor shall also maintain a daily, computerized Trip Log (excluding fixed-route public transportation and gas mileage reimbursement) that documents the following data elements, at a minimum:

- 1) Recipient name
- 2) Medicaid or FAMIS program ID number
- 3) Requester name (if different)
- 4) Date/time of request

- 5) Date/time of appointment
- 6) Mode of transportation authorized
- 7) Scheduled time of pick up and drop off
- 8) Actual time of pick up and /drop off
- 9) Pick up location
- 10) Drop off location
- 11) Referral, approval, or denial (include reason) of transportation
- 12) Ancillary services authorized (e.g., parking, tolls, lodging, meals, attendant, children)
- 13) Transportation provider number assigned by Contractor. (In the case of ambulance service, the DMAS ambulance provider number is utilized.)
- 14) Date/time of notification to transportation provider
- 15) Mileage authorized
- 16) Trip cost
- 17) Staff member referring, authorizing or denying the request
- 18) Notes (cancellation, incomplete request, no-show)

The Contractor shall maintain electronic and hard copy files on transportation expenditures, by transportation provider, that document the number of trips reserved. These must be easily cross-referenced to actual trips provided and to specific recipients for monitoring purposes.

Software Capabilities: The Contractor's software shall accommodate the following functions for daily operations, service authorization, trip scheduling, trip grouping, provider reimbursement, and DMAS monitoring:

- Record recipient and Trip Log data and store it in a designated database format;
- Back up the database on a daily basis; and
- Retrieve data by recipient ID number, name, date, or other identifier to create a history of approvals and denials for at least a 24-month period.

This file shall be available to DMAS within 24 hours of request or the next business day, whichever is longer.

Format and Data Requirements: For reporting purposes, format and data elements must conform to DMAS requirements. This may involve the translation of existing data into a format acceptable by DMAS. The Contractor shall be responsible for all programming functions and costs associated with the maintenance or enhancements of this database.

4.7.1 Connectivity to Medicaid Management Information System (MMIS)

The DMAS will provide technical assistance to the Contractor to ensure that appropriate linkage to the Medicaid Management Information System (MMIS) occurs and to ensure that the Contractor purchases the necessary equipment for the utilization of the MMIS. The DMAS will ensure the Contractor and their staff members receive training in the use of the MMIS. All expenses incurred in establishing connectivity between the Contractor and First Health Services Corporation (FHSC) will be the responsibility of the Contractor. Contractor access to the MMIS will be in read-only format.

The Contractor is expected to access the MMIS via a dedicated (i.e., non-switched) data line employing TCP/IP protocol only. This data line will go from the Contractor's facility to First Health Services Corporation (FHSC), Innsbrook Data Center. The Contractor shall provide the data line itself, DSUs/CSUs, routers, and any other necessary DTE/DCE equipment at both ends of the line. The type and speed of the data line provided shall be adequate to meet the performance

requirements of this RFP. The Contractor's network shall present only public IP addresses across the data line and may be required by FHSC to provide a public address subnet for router-to-router connection. Connection to the fiscal agent's router (winning vendor may have to provide at their cost) will be a standard serial port (i.e., no ISDN, Frame Relay, ATM, etc. specific ports). Connection across the Internet will not be allowed.

For the Contractor to interface with the new MMIS, the Contractor will need to acquire, install, and make operational Client Builder, TN 3270 version 6.2 runtime "fat client" (or latest) on all workstations and load any new MMIS GUI screen updates.

The Fiscal Agent will only provide the MMIS GUI screen files, which were developed using Client Builder. The Contractor will work directly with the Fiscal Agent to coordinate the install and update of the Contractor's installed base of Client Builder as each release of new MMIS screen updates is made available. If the Contractor already has a direct data line connection to the fiscal agent (MMIS), an additional data line is not necessarily required. The existing data line may be used for the requirements of this RFP provided that the combined use of the line does not adversely impact the performance requirements of this RFP. That is, the bandwidth of the current line may have to be increased at the Contractor's expense to accommodate combined usage. However, multiple connections to the fiscal agent from the same location are not desirable.

FHSC requires a Symantec appliance firewall on its end of the line for each outside connection to its data center. FHSC provides and configures the firewall and charges for the expense. In the event such a firewall is required, the Contractor will absorb the expense. The Contractor should allow sufficient time for installation, configuration, and testing of the data line and associated equipment before putting it into production.

The Contractor is expected to comply with the Health Insurance Portability and Accountability Act (HIPAA) Final Rules and Standards related to the electronic transactions of data between the Contractor and FHSC, electronic correspondence between the Contractor and DMAS, and transmission within and out of the Contractor's corporate network including any ISPs. These HIPAA standards involve:

- 1) The Privacy of Individually Identifiable Health Information;
- 2) Standards for Electronic Transactions;
- 3) National Standards for Employer Identifiers;
- 4) National Standards for Health Care Provider Identifiers; and the
- 5) HIPAA Privacy and Security Regulations.

The Contractor will be expected to provide DMAS with a written Security Plan that describes the use of data that will be transmitted to DMAS or FHSC or reside in the custody of the Contractor. FHSC may also require an executed HIPAA trading partner agreement with the Contractor.

Connectivity Plan: In the Proposal, the Offeror will provide DMAS Information Management with a connectivity plan to include, but not be limited to, connection endpoints, bandwidth, type of line, and expected protocols and application-to-application connection details.

DMAS Remote Access/Email Communications: The Contractor shall provide DMAS Remote access (read-only) to the Contractor's computer system. The designated access will be located and installed at DMAS. The Contractor is expected to provide DMAS Remote access to the Contractor's computer system via a dedicated (i.e. non-switched) data line employing only the TCP/IP communications protocol. The data line will go from the Contractor's facility to the DMAS location. The Contractor shall provide the data line itself, DSUs/CSUs, routers, and any other

necessary data communications equipment. The type and speed of the data line will be adequate to meet the requirements of the RFP. Connection across the Internet will not be allowed. Email communications between the Contractor and DMAS will be standardized on the Simple Mail Transport Protocol, (SMTP), and will be routed bi-directionally across the dedicated data communications line. The Contractor will redirect all outbound e-mail communications with DMAS, and its domain name www.dmas.virginia.gov, across said private communications line. All expenses incurred in establishing connectivity between the Contractor and DMAS, any software licenses required, and any training necessary will be the responsibility of the Contractor.

Prior to Implementation:

Remote access to MMIS must be operational thirty-days prior to implementation.

4.8 Establish and Maintain Telephone Call Center

The Contractor must have a Call Center and a central business office located within Virginia. If a single Contractor has a statewide contract for all seven regions, language currently in the 2004 Appropriations Act requires that the Call Center must be located in the City of Norton.

The Call Center shall provide professional, prompt, and courteous customer service. The Contractor shall establish and maintain an adequately staffed Call Center and shall ensure that the staff treats all callers with dignity and respect the caller's right to privacy and confidentiality. The Contractor shall process all incoming telephone inquiries for non-emergency transportation services in a timely, responsive, and courteous manner.

Telephone staff shall greet the caller and identify themselves by name when answering. All eligibility/reservation recipient lines shall be recorded with the capability of reviewing data up to eight weeks prior. Callers must be advised that calls are monitored and recorded for quality assurance purposes. Administrative lines shall not be recorded.

The Contractor agrees to relinquish ownership of the toll-free numbers upon contract termination, at which time DMAS will take title to these telephone numbers.

Communication and Language Needs: The Contractor shall ensure that the communication and language needs of all recipients are addressed. This applies to all non-English speaking recipients and is not limited to prevalent languages. The recipient cannot be charged for translator or interpreter services. The Virginia Relay service for the deaf and hard-of-hearing should be used when appropriate.

Written material must be available in Spanish and other non-English languages that the Contractor or DMAS may deem necessary in the region.

Written material must also be available in alternative formats for recipients who are blind or visually impaired or who have limited reading proficiency.

Emergency Medical Requests: The Contractor shall ensure that recipients with emergency requests are referred or transferred immediately to 911 or an appropriate local emergency ambulance service. The Contractor shall not provide emergency transportation under this Contract.

Hours of Service: At a minimum, the Call Center shall be staffed to receive reservations, complaints and inquiries from recipients or their representatives during the hours of 6:00 AM to

8:00 PM (local time) Monday-Friday except national holidays. A voice messaging service shall be available after hours and calls must be returned by 8:00 a.m. the next day.

The Contractor must provide 24-hour, 7 days per week access by telephone to a live voice (an employee of the Contractor or an answering service) or an answering machine that will immediately page an on-call employee of the Contractor to address transportation problems during non-office hours.

Toll-free Access: The Contractor shall have a sufficient number of properly functioning toll-free and V/TTY telephone numbers for recipients and other responsible parties to request transportation services, to obtain information about transportation services, and to register complaints. Recipients shall not incur a charge for placing a call, other than those applicable for local calls.

Capacity: The Contractor shall have sufficient and appropriate staff to handle all calls, recover trips, resolve complaints and address transportation related questions and problems. In the proposal, the Offeror shall document the number of phone calls the proposed phone lines can accommodate per time frame (per hour), sufficient availability at peak hours, and the availability of staff as opposed to voice-mail options. Attachment G contains 2003 historic recipient reservation call center data, and Attachment H contains regional office historical call statistics.

Staffing and Performance Standards: The telephone staffing shall be adequate to fulfill the following standards of promptness and quality:

- 1) Ninety-five percent of telephone calls shall be answered within five rings during live voice answering (from 6 AM- 8 PM).
- 2) A call pick-up system that places the calls in queue shall be used
- 3) Blocked call rate (busy signal received) of five percent (5%) or less on an average daily basis.
- 4) Wait time shall be no more than three (3) minutes for callers on hold on an average daily basis.
- 5) Call abandonment rate shall be no more than five percent (5%) on an average daily basis.

Because call center performance is critical to the success of this project, the Offeror shall describe in detail how it will train staff to perform their duties accurately and efficiently and how it will monitor these standards and perform corrective action when necessary. These requirements apply to all calls going to the Call Center.

Automatic Call Distribution System (ACD): The Contractor shall install and maintain an automatic call distribution system (ACD) and call reporting system that records and aggregates the following information, at a minimum:

- 1) Number of incoming calls;
- 2) Number of answered calls by Contractor staff;
- 3) Average number of calls answered by Contractor staff;
- 4) Average call wait time;
- 5) Average talk time;
- 6) Percent of calls answered by Contractor staff under three minutes;
- 7) Number of calls placed on hold and length of time on hold;
- 8) Number of abandoned calls and length of time until call is abandoned;
- 9) Number of available operators by time of day/day of week.

The ACD logs shall be maintained daily, tallied and sent to DMAS on a weekly basis in the reporting format specified by DMAS. The Contractor shall also maintain daily logs on the Telephone Call Center that includes the following data:

- 1) Number and type of telephone calls received related to transportation services;
- 2) Number of trips assigned;
- 3) Number of transportation requests denied and reasons for denials;
- 4) Number of complaints and description of complaint; and
- 5) Number of inquiries and information only calls.

The Call Center data shall be computerized but also must be reproducible in hard copy format. A copy of this log shall also be submitted to DMAS weekly in a format approved by DMAS.

The Offeror's proposal shall include a detailed description of the proposed ACD system and its capabilities and capacities. The proposal shall also include operational procedures, manuals, forms, and reports necessary for the smooth operation of the Call Center. The Offeror shall include a "script" which the Call Center representatives shall use to determine the recipient's eligibility, mode, purpose and all other pertinent information relating to the trip. All scripts will be approved by DMAS prior to use by the Contractor.

Required Telephone Lines: The Contractor shall have properly functioning toll-free telephone numbers for recipients and other individuals or organizations to call to request transportation services. To ensure timely access for recipients and others, calls should be categorized and routed as follows:

- 1) Calls to request a ride,
- 2) Calls to dispatch in order to recover a ride in real-time,
- 3) Calls to obtain information about transportation services,
- 4) Calls to register complaints, and
- 5) Calls to an administrative line for use by DMAS to contact Contractor immediately. This line shall not be recorded.

In addition, a routing system or separate telephone numbers must be available for recipients; transportation providers, and facilities such as hospitals, nursing facilities, and mental health and mental retardation service providers. An effective system shall include separate contact numbers (or other means of routing calls) for recipients, facilities, and transportation providers

The Contractor shall provide facilities that request trips for recipients with a toll-free number for voice requests and a separate toll-free fax line. The Contractor shall also provide transportation providers with a separate toll-free number for voice and a toll-free fax line.

Multiple Reservations: The Contractor shall provide a means for facilities or service providers to make reservations for multiple recipients during one call rather than imposing a limit on each call to the Call Center. Offerors shall explain in detail how this will be handled.

Ownership of Telephone Numbers: The telephone numbers must be listed in DMAS's name and will revert to DMAS upon contract termination.

Liquidated Damages: If the Contractor fails to comply with any of the aforementioned criteria set forth in section 4.8 Establish and Maintain Telephone Call Center, DMAS may apply financial penalties against the monthly payment from DMAS up to \$500.00 per incident.

Prior to Implementation:

The Contractor's telephone system must be fully operational and staff training must be completed for a readiness review fifteen days prior to the effective date of implementation.

4.9 Recruit and Maintain an Adequate Transportation Network

Medicaid and FAMIS recipients' access to healthcare is highly dependant on a reliable network of professional transportations providers who are paid fairly for their work. The Contractor shall establish an adequate network of transportation providers to deliver non-emergency transportation services to Medicaid and FAMIS program recipients in the region who are not enrolled in a managed care plan. The Contractor may negotiate rates through competitive bidding or utilize other strategies to ensure that the most appropriate and cost-efficient transportation services are provided.

Ensure Access to Medicaid-Covered Services: The Contractor shall have a sufficient number of vehicles available to meet all of the non-emergency transportation needs of the Medicaid and FAMIS recipients in the region served, both routinely scheduled trips and urgent trips. The Contractor shall use subcontract agreements with transportation providers as well as arrangements with fixed-route public transit, volunteers or gas reimbursement. Access to transportation services shall be at least comparable to transportation resources available to the general public. Capacity shall include ambulances, wheelchair vans, stretcher vans, fixed-route public transportation, and taxicabs. Subcontracts may include public entities, not-for-profit and for-profit corporations, and other qualified transportation providers.

The Offeror shall describe the composition of its projected network in the region, including the number of vehicles by type needed to provide adequate access to Medicaid and FAMIS covered services.

Availability: Transportation to covered services shall be available during evening hours, on weekends, and on holidays. The Contractor shall ensure that recipients can access transportation services without language barriers.

Provider Reimbursement: The Contractor may use a variety of reimbursement methods such as a rate per mile, per zone, per hour, per trip or per month. Contractors are free to include any other reimbursement or compensation for recipient no-shows, waiting times, loading fees, special assistance fees, performance measures that may be negotiated with its providers. The Contractor's contracted payments to transportation providers shall be sufficient to support efficiency, economy and quality of care, to enlist enough providers and to ensure recipients' access to covered medical services. All provider reimbursement methods must be approved by DMAS thirty (30) days prior to implementation of the contract.

Reimbursement per Mile: If provider reimbursement is based on a rate per mile, the Contractor shall utilize a commercially available software program approved by DMAS for trip planning. The software must demonstrate the ability to make an accurate determination of the street or road mileage from the recipient's residence to the service site and the return trip. In its Transportation Providers Manual, the Contractor must have a written explanation of how mileage is calculated and how disagreements over mileage will be resolved.

Provider Grievance Process: In its operations manual for transportation providers, the Contractor shall have a provider grievance process for resolving issues such as mileage determinations, billing issues, and other disputes between the Contractor and its transportation providers. The provider

shall submit grievances in writing and the Contractor must acknowledge receipt in writing within 5 business days. The Contractor shall resolve disputes within thirty days if possible.

Ambulance Trips: For transportation by ambulance, the Contractor shall establish contract agreements only with ambulance companies currently enrolled with DMAS and licensed through the Virginia Department of Health, Office of Emergency Medical Services (EMS). The Contractor shall utilize the DMAS-assigned provider number for the ambulance company for billing information maintained by the Contractor. DMAS will provide the Contractor with a list of currently enrolled ambulance companies.

Providers Terminated for Fraud or Abuse: The Contractor is prohibited from contracting with providers who have been terminated from the Medicaid or FAMIS program by DMAS for fraud or abuse. In accordance with section 1128(a)(1) and 1932(d)1 of the Social Security Act and 42 CFR § 438.610, and other applicable statutes and regulations, the Contractor shall not participate with any individual or entity that has been excluded from participation in Federal health care programs. Federal health care programs include Medicare, Medicaid, and all other plans and programs that provide health benefits funded directly or indirectly by the United States. A searchable database of persons excluded from participation can be found at www.exclusions.oig.hhs.gov.

Community-based Providers: The Contractor is encouraged to contract with Community Service Boards (CSBs); private providers of mental health, mental retardation and developmental disability service providers; Area Agencies on Aging (AAAs) and other community agencies that currently provide transportation services. The Contractor will ensure to the greatest extent possible that these organizations' recipients continue to be transported with their regular drivers. Community-based providers may be allowed to restrict the transportation they provide to the type of recipients they serve.

Provider Enrollment: The Contractor shall ensure that as part of its credentialing process all non-emergency transportation providers, (i.e. taxi, wheelchair van, registered driver, etc.) have an administrative provider identification number. Prior to implementation, as part of the enrollment process, the Contractor shall forward the minimum amount of provider information to the First Health Provider Enrollment Unit for the assignment of an administrative identification number. Administrative provider identification numbers are required as part of the Professional Health Care Claim EDI format (X12N 837-P Version 4010A1) listed in Section 4.11 of this contract. The Contractor shall submit the providers' administrative provider identification number on all encounters. Administrative identification numbers are used only for the submission of encounters and will not entitle non-emergency transportation providers to bill DMAS for services, nor will it entitle providers to administrative appeal proceedings through DMAS regarding contractual disputes between the Contractor and the provider.

Provider Contracts: All subcontracts for the provision of transportation services shall specify the following minimum requirements and responsibilities of the Contractor and subcontracted transportation provider:

- 1) Scope of services required from the transportation provider;
- 2) How the services, activities, and tasks to be performed by the transportation provider will be carried out;
- 3) Pick up and delivery requirements;
- 4) Driver and vehicle requirements;
- 5) Contractor-provided training on the Contractor's policies and procedures;
- 6) Contractor-provided training on DMAS policies and requirements for transportation providers, drivers and attendants;

- 7) Procedures the Contractor will employ to monitor the transportation provider and how non-compliance will be addressed by the Contractor;
- 8) Contract effective date and duration, termination date, and renewal options;
- 9) Any financial penalties that may be assessed against providers;
- 10) Reporting requirements of the transportation providers and expectations regarding driver logs;
- 11) Financial terms of the agreement including billing schedules and terms of payment for the various modes, for waiting time and for no-shows by recipients;
- 12) Provider grievance procedures;
- 13) Driver, vehicle, and equipment requirements and service standards necessary to carry out the range of services covered (see Section 4.10);
- 14) Required certification of small businesses, minority-owned businesses, and women-owned businesses with the Virginia Department of Minority Business Enterprise
- 15) Health Insurance Portability and Accountability Act (HIPAA) requirements; and
- 16) Agreement by the transportation provider to be bound by the mandatory terms and conditions of this Contract.

Approval of Standard Contract: The Offeror shall submit a copy of its standard contract agreement with the transportation providers to DMAS as part of the proposal. DMAS must approve the standard contract and all of its provisions, including liquidated damages and sanctions, in advance. DMAS must be notified and approve any amendments to the standard contract agreement, excluding rates.

Provider Daily Logs: The Contractor shall require that the transportation providers' drivers maintain daily logs containing, at a minimum, the following information:

- 1) Date of service
- 2) Driver's name
- 3) Driver's signature
- 4) Attendant's full name (if applicable)
- 5) Attendant's signature (if applicable)
- 6) Vehicle ID number
- 7) A unique transportation provider number, assigned by Contractor. For providers of ambulance service, the DMAS ambulance provider number is utilized
- 8) Actual start time (from base station) in military time
- 9) Each authorized recipient with actual pick up time (in military time)
- 10) Recipient no-show indicator
- 11) Each actual drop off time (military time) for authorized recipient
- 12) Actual number of wheel chairs, attendants, and children, per trip
- 13) Actual return time (to base station) in military time
- 14) Odometer mileage
- 15) Authorized stamp or signature of the transportation provider
- 16) Other pertinent information regarding completion of the trips

Driver Manifests: Forty-eight hours prior to the day of the trip, the Contractor shall provide a driver manifest to the transportation provider. The manifests supplied to providers must have all necessary information for the driver to perform the trip, including but not limited to: a unique trip identifier for billing purposes, the name of the recipient, phone number, address of pick-up and destination (including the name of facility), mode of transport, directions, the weight of individual with medical equipment to ensure safe lifting capacities, and any special needs or instructions.

If the Contractor sends a trip manifest to a provider less than 48 hours before the pick-up time, the Contractor must also contact the provider in advance by telephone to confirm that the trip will be accepted.

Driver manifests must provide the driver with any special instructions about the pick-up location, the passenger, and whether door-to-door or hand-to-hand service is required. The Contractor will include provisions regarding these requirements in its subcontracts with transportation providers.

The Contractor shall ensure that recipients arrive and are picked up at the pre-arranged times for appointments. The Contractor shall ensure that appropriate door-to-door, hand-to-hand or curb-to-curb service is provided.

The Offeror shall fully describe how it will assign trips to providers and communicate the information in a timely and efficient manner. The Offeror shall also describe its procedures for assigning urgent trips, re-routed (refused trips) and hospital discharges. Innovative and creative approaches are encouraged. The Offeror shall include specific information in their proposal to explain how this will be achieved.

On-time Performance: The Contractor shall have procedures in place to ensure that vehicle availability is adequate to fulfill standards of promptness. No more than one percent (1%) of the trips should be late or missed in each region per day.

Letters of Commitment: The Offeror shall provide complete information on the Offeror's transportation capacity (number and types of vehicles in each city or county) as of the date of submission of this RFP, and the planned capacity as of the anticipated start date of the contract with DMAS. The description shall also include contingency plans for unexpected peak transportation demands and back-up plans when notified that a vehicle is excessively late or is otherwise unavailable for service.

The Offeror shall submit Letters of Commitment from transportation providers with whom the Offeror intends to negotiate a contract for transportation services prior to implementation of this RFP. The Letter of Commitment must not be exclusive and transportation providers may sign letters with multiple Offerors. To measure adequate access of the Offeror's network, each Letter of Commitment must include the number of vehicles by type that the provider operates.

Insufficient Resources for Access: The Contractor must demonstrate that the transportation provider network provides adequate access in each city or county in the region, based on the number of recipients and the number of trips provided. If the Offeror, Contractor or DMAS identifies insufficient transportation resources in a region, the Offeror or Contractor shall develop and implement a provider recruitment plan to develop sufficient resources to meet the transportation needs of the Medicaid and FAMIS program recipients in the geographical areas covered within 10 days.

Provider List: The Contractor must provide a current list of its provider network to DMAS quarterly with additions and terminations of providers as well as the reason for each termination.

Prior to Implementation:

1. Broker License: The Contractor is required to apply for and receive a broker license from the Department of Motor Vehicles (DMV). The Code of Virginia, § 46.2-2099.18, states:
"No person shall for compensation sell or offer for sale transportation subject to this chapter or shall make any contract, agreement, or

arrangement to provide, procure, furnish, or arrange for such transportation or shall hold himself out by advertisement, solicitation, or otherwise as one who sells, provides, procures, contracts, or arranges for such transportation, unless such person holds a broker's license issued by the Department to engage in such transactions; ...”

The application must be filed with DMV within thirty (30) days after the Offeror is awarded a contract with DMAS. More information is available at the DMV website: http://www.dmv.state.va.us/webdoc/commercial/mcs/programs/intrastate/con_forms.asp

2. **Pre-Implementation Network:** The Contractor shall have a sufficient network of providers under contract to fulfill the transportation needs of recipients thirty days (30) prior to implementation. The list shall be aggregated by transportation mode and shall include the following:
 - a) Name and address of the provider;
 - b) Medicaid vendor number, if available;
 - c) Provider's area of service;
 - d) Hours of operation;
 - e) Description of the modes of services offered and the number of vehicles available
 - f) Any limitation placed on the number of recipients served; and
 - g) Ability of the provider to offer services in a language other than English (specify the language).

Liquidated Damages: If the Contractor fails to comply with any of the aforementioned requirements set forth in Section 4.9 Recruit and Maintain Adequate Transportation Network, DMAS may apply liquidated damages against the monthly payment from DMAS up to \$1,000.00 per violation per day.

4.10 Ensure Compliance with Driver and Vehicle Requirements

The Contractor shall ensure that all vehicles, drivers and attendants meet the requirements listed in this section. These requirements shall be included in all subcontractor agreements with transportation providers. With prior approval from DMAS, the Contractor may establish additional requirements on drivers, attendants, and vehicles including taxis, wheelchair vans, stretcher vans, and ambulances.

Compliance with Other State and Local Authorities: The Contractor shall ensure that the operators of wheelchair vans and ambulances comply with the requirements of the Department of Health, Office of Emergency Medical Services. All vehicles shall comply with the applicable laws, regulations and ordinances of federal, State and local agencies in the jurisdictions in which they operate, including taxicab authorities and ambulance authorities. Providers shall provide copies of required permits and licenses from the counties and cities in which they operate.

All vehicles must be titled and licensed by the Virginia Department of Motor Vehicles to operate in Virginia and shall have the proper operating authority. All providers shall maintain a physical office, address and phone number in Virginia. All incorporated providers shall be registered with the State Corporation Commission.

The Contractor shall ensure that subcontracted transportation providers maintain sufficient liability insurance as established by the Commonwealth. Each wheelchair interfacility transport service must have in effect and furnish proof to the Contractor or DMAS of vehicular insurance coverage that meets or exceeds the minimum requirements as set forth in § 46.2-472 of the Code of Virginia.

Insurance for Governmental Agencies: Nothing in this section prohibits authorized governmental agencies from participating in authorized "self-insurance" programs as long as the programs provide for the minimum coverage levels specified for non-governmental providers..

4.10.1 Requirements for Drivers

The Contractor shall ensure that all drivers of vehicles transporting Medicaid and Virginia Title XXI program recipients meet the following requirements:

1. All drivers, at all times during their employment, shall be at least 18 years of age and have a current valid driver's license to operate the transportation vehicle to which they are assigned.
2. Drivers shall have no more than two chargeable accidents or moving violations in the last three years.
3. Drivers shall not have had their driver's license suspended or revoked for moving traffic violations in the previous five years.
4. Drivers shall not have been convicted of any barrier crime as defined in [§63.2-1719](#) of the Code of Virginia. The Contractor must require that the transportation provider secure and maintain criminal background checks on each driver.
5. All drivers and attendants shall be courteous, patient, and helpful to all passengers and be neat and clean in appearance.
6. No driver or attendant shall use alcohol, narcotics, illegal drugs or prescription medications that impair ability to perform while on duty and no driver shall abuse alcohol or drugs at any time. The transportation provider shall not use drivers who are known abusers of alcohol or known consumers of narcotics or drugs.
7. All drivers and attendants shall wear and have visible a nametag that is easily readable and identifies the employee and the employer. The driver shall show the nametag to the recipient or a facility employee upon arrival for picking up the recipient.
8. Vehicles always shall be smoke free. Drivers or attendants shall not smoke while in the vehicle, while assisting a recipient, or in the presence of any recipient.
9. Drivers shall not wear any type of headphones at any time while on duty, with the exception of hands-free headsets for mobile telephones. Drivers shall not use mobile telephones while the vehicle is in motion.
10. Drivers or attendants must exit the vehicle to open and close vehicle doors when passengers enter or exit the vehicle. Drivers or attendants must provide an appropriate level of assistance to passengers when requested or when necessitated by the passenger's mobility status and personal condition. This includes curb-to-curb, door-to-door, and hand-to-hand assistance, as required.
11. If a curbside pick-up is not being made, drivers shall identify themselves, show their identification and announce their presence at the entrance of the facility or residence at the specified pick-up location or to attending facility staff.
12. Drivers shall assist passengers in the process of being seated and confirm that all seat belts are fastened properly.
13. Drivers shall properly secure all wheelchairs and wheelchair passengers.
14. Drivers shall provide necessary assistance, support, and oral directions to passengers. Such assistance shall include assistance with recipients of limited mobility, and movement and storage of mobility aids and wheelchairs.
15. Before departing the drop-off point, drivers shall confirm that the delivered passengers are safely inside their destination.

16. Drivers and attendants shall not touch any passenger except as appropriate and necessary to assist the passenger into or out of the vehicle, into a seat, to secure the seat belt, or to render first aid or assistance for which the driver has been trained.
17. Drivers or attendants shall not solicit or accept money, goods or additional business from passengers.
18. Drivers must be familiar with and knowledgeable of the streets and highways of the areas in which they are transporting.
19. Drivers must keep all recipient health care identifying information confidential, not visible to other passengers, and must not discuss it with anyone who is not involved with the recipient's treatment or other health care services.
20. The Contractor shall conduct all driver credential reviews prior to implementation and at least annually thereafter. The records of these reviews shall be maintained by the Contractor as described in Section 4.16 of this RFP.

Driver Training Requirements: Before transporting Medicaid and FAMIS recipients under this contract, all taxi and wheelchair van drivers, stretcher van drivers and attendants must receive or have received training approved by DMAS on:

- a) Assisting recipients with disabilities, such as Passenger Assistance Safety and Sensitivity training (PASS),
- b) basic first aid,
- c) Defensive driving, such as a commercial driver improvement clinic certified by the Department of Motor Vehicles or the National Safety Council ,
- d) Applicable HIPAA requirements, and
- e) Wheelchair securement (wheelchair van providers).

The Offeror shall describe in detail the training program to be used, how the training will be provided, and by whom.

4.10.2 Requirements for Vehicles

The Contractor shall ensure that transportation providers maintain all vehicles adequately to meet the requirements of this RFP and resultant contract. Vehicles and all components shall meet or exceed State, federal, local, and manufacturer's safety and mechanical operating and maintenance standards for the vehicles. The Contractor shall inspect semi-annually all vehicles transporting Medicaid and FAMIS.

Compliance with the American with Disabilities Act: Vehicles shall comply with the Americans With Disabilities Act (ADA) Accessibility Specifications for Transportation, 49 CFR 38, Subparts A and B (<http://www.fta.dot.gov/library/legal/fr9691a.htm>). The Contractor will supply all transportation providers with a copy of the ADA vehicle requirements and inspect for compliance. Vehicles must be in compliance with applicable ADA vehicle requirements in order to be approved for use under this program.

Vehicle Requirements: All vehicles shall meet the following requirements:

1. The transportation provider shall provide and use a two-way voice communication system (mobile telephone or two-way radio) linking all vehicles used in delivering the services under this Contract with the transportation provider's major place of business. Pagers are not an acceptable substitute.
2. All vehicles shall be equipped with adequate and functioning heating and air-conditioning systems. Air conditioning systems shall be functional from April 15 to September 30. Heating systems shall be functional from October 1 to April 14. Functionality shall be

- defined by temperature readings from the rear of the vehicle, achieving air conditioning to 68 degrees and heating to 72 degrees.
3. All vehicles shall have functioning, clean and accessible seat belts for each passenger seat position and securement belts for each wheelchair position. Seat belts must be stored off the floor when not in use.
 4. Each vehicle shall utilize infant and child safety seats, as appropriate, provided by the parent or guardian when transporting children under age six.
 5. Each vehicle shall have at least two (2) seat belt extensions available.
 6. For use in emergency situations, each vehicle shall be equipped with at least one seat belt cutter within easy reach of the driver. Exceptions to this requirement must be approved in advance by DMAS.
 7. All vehicles shall have an accurate speedometer and odometer.
 8. All vehicles shall have two exterior rear view mirrors, one on each side of the vehicle.
 9. All vehicles shall be equipped with an interior mirror for monitoring the passenger compartment.
 10. The exterior of the vehicle shall be clean, free of broken mirrors or windows, excessive grime, major dents or paint damage that detract from the overall appearance of the vehicles.
 11. The interior of the vehicle shall be clean, free from torn upholstery, floor or ceiling covering; free from damaged or broken seats; and free from protruding sharp edges. The interior shall also be free of dirt, oil, grease and litter.
 12. Vehicles will be free of hazardous debris or unsecured items and will be operated within the manufacturer's safe operating standards at all times.
 13. All vehicles shall have the transportation provider's business name and telephone number displayed on at least both sides of the exterior of the vehicle. The business name and phone number must appear in permanently affixed lettering that is a minimum of three inches in height and of a color that contrasts with its surrounding background.
 14. To comply with HIPAA requirements, the word "Medicaid" or "FAMIS" may not be displayed on the vehicle or in the name of the business.
 15. The vehicle license number, the Contractor's toll-free and local phone number shall be prominently displayed on the interior of each vehicle. This information and the complaint procedures shall be clearly visible and available in written format in each vehicle for distribution to recipients upon request.
 16. Smoking is prohibited in all vehicles at all times. All vehicles shall have the following signs posted in all vehicle interiors, easily visible to the passengers:

"NO SMOKING"

"ALL PASSENGERS SHALL USE SEAT BELTS"
 17. All vehicles shall carry a vehicle information packet containing vehicle registration, insurance card, and accident procedures and forms.
 18. All vehicles shall be provided with a first aid kit that includes at least the following items:

Three sizes of adhesive bandages	Antiseptic cleansing wipes
Dressing Pads	Oval eye pad
Conforming gauze bandage	Triangular bandage
Triple antibiotic	Insect sting relief pads
Cold Pack	Cotton-tip applicators
Latex gloves	Scissors
Sterile eyewash	
 19. Each vehicle shall contain a current map of the applicable region(s) with sufficient detail to locate recipients and providers.
 20. All vehicles shall be equipped with a working fire extinguisher that shall be stored in a safe, secure location.

21. The Contractor shall ensure that transportation providers using sedans or multi-passenger vans are in compliance with state and local ordinances for taxis and are currently licensed by the local taxi authority, if one exists, in the jurisdictions in which they operate. Ambulances and wheelchair vans carrying passengers between healthcare facilities must be licensed or permitted by the Virginia Department of Health, Office of Emergency Medical Services.
22. Insurance coverage for all vehicles at all times during the contract period in accordance with state and local regulations and contract requirements.
 - a) Taxis and Multi-Passenger Vans: The required amount of insurance is the greater of the amount required by city or county ordinance for taxis or \$500,000.
 - b) Interfacility Wheelchair Vans: The required amount of insurance is the greater of the amount required by the Virginia Department of Health, Office of Emergency Medical Services or \$500,000.
 - c) Ambulances: The required amount of insurance is the greater of the amount required by the Virginia Department of Health, Office of Emergency Medical Services or \$500,000.
23. Vehicles shall be equipped with a “spill kit” including: liquid spill absorbent, latex gloves, hazardous waste disposal bags, scrub brush, disinfectant and deodorizer.
24. Wheelchair vans shall secure and carry on board one spare wheelchair in good condition with a minimum seat width of twenty inches (20”).
25. The Contractor shall document the lifting capacity of each wheelchair van in its network in order to route trips to providers with the appropriate lift capacity for recipients.
26. The Contractor shall have the capability of transporting bariatric patients in each region. In each region, the Offeror shall identify at least one provider for bariatric transports. The provider must meet the requirements and guidelines established for bariatric transport by the Virginia Department of Health, Office of Emergency Medical Services.

Semi-annual Inspection Plan: The Offeror shall describe a semi-annual (every six months) inspection plan to verify that all vehicles used by its transportation providers meet the requirements of this section and that safety and passenger comfort features are in good working order.

Inspection Sticker: Upon completion of a successful inspection, an inspection sticker approved by DMAS shall be applied to each provider vehicle. The Contractor shall place the inspection sticker on the outside of the passenger side rear window in the lower right corner. The sticker shall also show the license plate number and vehicle identification number of the vehicle. The Contractor shall complete an initial inspection of all the transportation providers’ vehicles prior to the initial date of the contract. All vehicles must be inspected prior to transporting clients. Records of all inspections shall be maintained as described in Section 4.16.

Non-compliance: Any vehicle or driver found out of compliance with this RFP, these contract requirements or any State or federal regulations may be removed from service immediately by authorized employees of DMAS or the Contractor until the Contractor verifies that the deficiencies have been corrected. Any deficiencies and actions taken shall be documented and become a part of the vehicle’s and the driver’s permanent records.

Passenger Safety Requirements:

The Contractor, provider and driver shall ensure compliance with the following passenger safety requirements:

1. Passengers must have their seat belts buckled at all times while they are inside the vehicle. The driver shall assist passengers who are unable to fasten their own seat belts.
2. The driver shall not start the vehicle until all passenger seat belts have been buckled.

3. The number of persons in the vehicle, including the driver, shall not exceed the vehicle manufacturer's approved seating capacity.
4. Upon arrival at the destination, the vehicle should be parked or stopped so that passengers do not have cross streets to reach the entrance of their destination.
5. Drivers should not leave passengers unattended.
6. If passenger behavior or other conditions impede the safe operation of the vehicle, the driver shall park the vehicle in a safe location out of traffic and notify his dispatcher to request assistance.

Prior to Implementation:

The final plan, forms, inspection sticker and a list of trained inspectors shall be submitted by the Contractor to DMAS 60 days prior to the initial date of the contract and shall include the names of all employees who are authorized to inspect the vehicles for the Contractor.

4.10.3 Requirements for Stretcher Vans

Stretcher van service is an alternative mode of non-emergency transportation for pre-authorized trips. It is provided to an individual who cannot be transported in a taxi or wheelchair van and who does not need the medical services of an ambulance. Stretcher van service does not provide emergency medical transport and does not include any medical monitoring, medical aid, medical care or medical treatment during transport.

A driver and an assistant shall staff the vehicle, which is specifically designed and equipped to provide non-emergency transportation of individuals on an approved stretcher. A stretcher van is used for an individual who:

1. Needs routine transportation to or from a non-emergency medical appointment or service; and
2. Is convalescent or otherwise non-ambulatory and cannot use a wheelchair; and
3. Does not require medical monitoring, medical aid, medical care or medical treatment during transport. Self-administered oxygen is permitted as long as the oxygen tank is secured safely.

In addition to the general requirements for all vehicles and drivers operating under this contract, stretcher vans shall be operated by a driver and an assistant who have completed DMAS approved training in first aid, handling blood borne pathogens, and in transferring, loading and unloading passengers in stretchers.

A. The following restrictions apply:

1. A stretcher van passenger shall not be left unattended at any time.
2. The driver and assistant shall confirm that all restraining straps are fastened properly and that the stretcher, stretcher fasteners and anchorages are properly secured.
3. The assistant shall be seated in the passenger compartment while the vehicle is in motion and shall notify the driver of any sudden change in the passenger's condition.
4. The stretcher van vehicle shall not be used:
 - a. for emergency medical transportation;
 - b. to transport a passenger who requires basic or advanced life support;
 - c. to transport a passenger who has in place any temporary invasive device (including a saline lock) or equipment such as an intravenous administration device or an airway maintenance device;
 - d. to transport a passenger who requires close observation or medical monitoring;
 - e. to transport more than one (1) stretcher passenger at a time;

- B. The Contractor shall inspect and certify that each stretcher vehicle complies with at least the following:
1. The vehicle must be equipped with an approved stretcher used to transport individuals in the supine or Fowler's position.
 2. Passengers shall be loaded headfirst.
 3. Stretchers shall be one of two styles (excerpted from GSA Federal Specifications KKK-A-1822E, June 1, 2002):
 - a) Style 1: Elevating wheeled cot with a minimum length of 191/75 (cm/in), a minimum width of 56/22, and a maximum bed height when collapsed of 38/15 measured to the top of a positioned 8/3 thick mattress.
 - b) Style 2: Elevating wheeled cot with additional front roll in wheels with a minimum length of 200/79 (cm/in), a minimum width of 56/22, a maximum bed height when collapsed of 13/33 measured to the top of a positioned 8/3 thick mattress.
 - c) Length and width measurements shall be taken at the metal framing, excluding joint fittings. Stretchers shall have a polyester foam mattress at least 8 cm (3 inches) thick or an equivalent mattress covered with vinyl coated, nylon fabric or other non-porous fabric conforming to FMVSS 302, or equivalent, and restraint straps. At least three strap-type restraining devices (chest, hip, and knee) shall be provided per stretcher to prevent longitudinal or transverse dislodgement of the patient during transit. Additionally, the head of the stretcher shall be furnished with upper torso (over the shoulder) restraints that mitigate forward motion of the patient during severe braking or in a frontal impact accident. Restraining straps shall incorporate metal-to-metal quick release buckles, be not less than 51 mm (2 inches) wide, and fabricated from nylon or other materials easily cleaned and disinfected.
 - d) The stretcher fasteners and anchorages shall be a crash-stable side or center mounting cot fastener assembly with a quick release latch. It shall secure the Style 1 or Style 2 wheeled stretcher to the van body. The installed stretcher fastener device for wheeled stretchers shall be tested to comply with a 2200 lb. Pull test in accordance with AMD Standard 004, Litter Retention System. Additional stretcher related hardware is permitted, provided the patient compartment exit/entry is not encumbered with the stretcher in place. The furnished devices shall have a bright colored finish, if the device presents a tripping hazard in the entry/exit area when the stretcher is removed. (excerpted from GSA Federal Specifications KKK-A-1822E, June 1, 2002).
 - e) If the passenger needs a scoop, reeves or stair chair stretcher, the provider must supply it.
 4. The stretcher van must comply with the Americans with Disabilities Act (ADA).
 5. A stretcher van must be maintained in good repair and safe operating condition and shall meet the same motor vehicle safety requirements as apply to all vehicles in Virginia:
 - a) State motor vehicle safety inspection must be current.
 - b) Exterior surfaces of the vehicle including windows, mirrors, warning devices and lights must be kept clean of dirt and debris.
 6. Safety belts must be provided for all passengers.
 7. A climate environmental system must supply and maintain clean air conditions and a controlled temperature inside the passenger compartment.
 8. Self-administered oxygen must be secured in accordance with AMD (Ambulance Manufacturers Division of the National Truck Equipment Association) Standard 003, "Oxygen Tank Retention System Test."

9. On a stretcher vehicle, the following must appear in permanently affixed lettering that is a minimum of three inches in height and of a color that contrasts with its surrounding background:
 - a) The business name of the provider vehicle must appear on both sides of the vehicle body.
 - b) This lettering may appear as part of an organization's logo or emblem as long as the service name appears in letters of the required height.
 - c) If the transportation provider is also licensed by the Office of EMS as an EMS agency, the terms "Ambulance" or "Emergency Medical Service" or any combination of similar terms may appear on the vehicle only as a part of the service's name.
 - d) Any additional lettering, logos or emblems may appear on the vehicle at the discretion of the transportation provider. The height of any additional lettering must be less than the lettering used for the service's name.
 - e) All additional lettering, logos or emblems may not advertise or imply the capability to provide emergency medical services (EMS).
 - f) No stretcher van vehicle shall display the SOL (Star of Life) emblem or be equipped with emergency warning devices, audible or visual, such as flashing lights, sirens, air horns, or such devices except those which are required by State law for motor vehicles.
 10. The following requirements for sanitary conditions and supplies apply to all stretcher vehicles in accordance with recommendations and standards established by the Centers for Disease Control and Prevention (CDC) and the Virginia Occupational Safety and Health Law:
 - a) The interior of the stretcher vehicle, including all storage areas, equipment, and supplies must be kept clean and sanitary.
 - b) Waterless antiseptic hand wash must be available on the unit.
 - c) Following transport and before being occupied by another passenger, all contaminated surfaces must be cleaned and disinfected using a method recommended by the Centers for Disease Control. Cleaning and disinfection supplies must be carried on each vehicle.
 - d) All soiled supplies and used disposable items must be stored or disposed of in plastic bags, covered containers or compartments provided for this purpose. Red or orange bags must be used for regulated waste.
 - e) Clean stretcher linen or disposable sheets and pillowcases or their equivalent shall be available in the vehicle and when used in the transport of a patient, shall be changed after each use.
 - f) Blankets, pillows, mattresses, and rain cloths, used in the vehicle shall be intact and kept clean and in good repair.
- C. In determining the appropriate use of stretcher van service, the broker shall use the following guidelines:
1. Prior to implementation of this service, the Contractor shall submit an implementation plan to DMAS for approval. The plan shall include:
 - a) Detailed protocols for determining the eligibility or ineligibility for transport by stretcher van,
 - b) Provisions for training the appropriate employees at the call center and the regional offices about these protocols, and
 - c) Provisions for educating appropriate providers, facilities and recipients about these protocols.

2. Eligible users for stretcher van services are medically stable, non-emergent individuals who need to be transported on a stretcher but do not need any medical monitoring, medical aid, medical care or medical treatment during transport.
3. Non-eligible users for stretcher van services include but are not limited to individuals with the following conditions and are not eligible for transport by stretcher van services under this contract:
 - a) Passengers requiring invasive procedures (I.V. therapy, drug administration, I.V. pumps, etc.).
 - b) Passengers requiring mechanical monitoring procedures.
 - c) Passengers requiring mechanical respiratory procedures or suctioning.
 - d) Passengers requiring oxygen therapy, except for self-administered oxygen.
 - e) Passengers who have sustained an injury and have not been evaluated by a physician.
 - f) Passengers who are known to have an acute, infectious process.
4. When the medical condition of a passenger suddenly changes and requires care to be rendered, the operator of the stretcher van will immediately contact the local 911 dispatcher to request help, then notify their own base of operations to advise them of the situation. Appropriate first aid may be initiated and continued until the EMS service has intercepted the transport or arrival at the hospital. Whenever a stretcher van is diverted to an Emergency Department or requests an EMS intercept, an Exception Report must be filed by the Contractor with the Virginia Department of Health, Office of Emergency Medical Service within two business days. A copy must be sent to DMAS at the same time.
5. An ambulance may be used in place of a stretcher vehicle only if it meets the equipment, supply and staffing requirements for ambulances as specified in VA EMS Regulations (12VAC5-31, Part II, Article 3. EMS Vehicle Classification and Requirements).

4.10.4 Procedures for Recipient Vouchers and Gas Reimbursement

The Contractor may use vouchers and gas reimbursement to encourage friends and family members who are willing to transport a recipient if such transportation is appropriate to meet the needs of the recipient. The Contractor shall have procedures in place to verify and document that the vehicles and drivers have a valid driver's license, vehicle inspection and registration, and insurance coverage.

The Offeror shall include a plan for using a recipient voucher and gas reimbursement plan for DMAS approval. The Plan shall include the procedures for pre-authorizing trips, providing recipient vouchers and paying mileage reimbursement.

4.10.5 Use of Fixed Route Public Transportation

The Contractor shall use fixed route public transit service whenever possible and appropriate to the need and ability of the recipient. The Contractor shall develop and implement procedures to determine whether fixed-route public transportation is accessible to and appropriate for the recipient requesting transportation services. Such procedures shall take into account the distance from scheduled stops, the age and disability of recipient, any physical or cognitive impairment, inclement weather conditions and other pertinent factors. Public transportation shall not be used if the travel time exceeds 45 minutes longer than the average travel time for direct transport.

The Offeror shall describe its plans for maximizing the use of fixed-route public transportation in the region(s) and its experience in working with fixed route public transit or paratransit service. The Offeror shall also describe its approach to and its experience in providing “travel training” for people with disabilities.

Fare Media: If tokens, tickets or passes are used, the Contractor shall have procedures for timely distribution to the recipient to make the authorized appointment and adequate monitoring to validate that the tokens/passes were used for authorized transportation. The Contractor’s procedures will include a method to determine whether providing a weekly or monthly transit pass to a client is cost-effective. The Contractor shall obtain prior approval for these procedures from DMAS.

Public Transportation Plan: After consultation with the management of the public transportation systems in its region(s), the Contractor shall develop a plan on how to maximize the use of fixed-route public transportation. The plan shall include the use of each public transit system in the region(s). The Contractor shall provide DMAS with a monthly progress report on the Contractor’s use of public transit service for the recipient population served by public transit companies.

In arranging fixed-route public transportation for recipients with disabilities, the Contractor must confirm the suitability of fixed-route public transportation for each recipient with the recipient, the recipient’s family or the recipient’s service provider. In arranging fixed-route public transportation for recipients using wheelchairs, the Contractor shall document that the fixed-route public transportation operator has quality control procedures to ensure that the operator’s drivers test wheelchair lifts as part of their daily pre-trip bus inspection. The Contractor should use caution in utilizing fixed-route public transportation for the following situations:

- High-risk pregnancy
- Pregnancy after the eighth month
- High risk cardiac conditions
- Severe breathing problems

Liquidated Damages: If the Contractor fails to comply with any of the aforementioned requirements set forth in Section 4.10 “Ensure Compliance with Driver and Vehicle Requirements,” DMAS may apply liquidated damages against the monthly payment from DMAS up to \$500.00 per incident.

Prior to Implementation:

Sixty days (60) prior to the initial implementation, the Contractor shall submit a Fixed-route Public Transportation Plan detailing how it plans to maximize the use of fixed-route public transportation in each region. The plan shall include the use of each fixed-route public transit system in each respective region. The plan shall also describe how “travel training” will be provided to people with disabilities.

4.11 Provide Reimbursement for Transportation Services

The Contractor may negotiate individual service delivery rates through competitive bidding or utilize other strategies to ensure that the least costly and most appropriate transportation services are provided. The Contractor shall provide reasonable reimbursement of subcontracted transportation providers to ensure adequate non-emergency transportation service capacity and accessibility to meet the transportation needs of Medicaid and Virginia Title XXI program recipients in the region.

Timely Payment: The Contractor shall provide timely payment to each contracted transportation provider based on the authorized services rendered. Upon submission of an accurate invoice with proper documentation, full payment of all authorized trips shall be made to the transportation provider

within thirty (30) days. With each payment, the Contractor is required to supply to the transportation provider a remittance advice that contains information such as the trip ID number, the date of the trip, the amount billed, the amount paid, and a clear explanation of any difference in payment.

A description of the Offeror's payment methodology, billing system, billing policies, instructions and procedures must be submitted with the proposal. Any penalties for late submission must be included in the description. Offeror's billing policies must include options for electronic submission of invoices by transit providers. Any future amendments to these policies must be approved by DMAS.

Verification of Claims: The Contractor's payment procedures shall periodically monitor that transportation provider claims for reimbursement match verification of authorized trips. These procedures shall include verification of appointments with Medicaid and FAMIS providers for mileage reimbursement claims and when otherwise appropriate. The Contractor shall validate that transportation services paid for under this RFP are properly authorized and rendered. The Contractor shall also have adequate safeguards in place to prevent and detect fraudulent activity by transportation providers and recipients.

Reporting Suspected Provider or Recipient Fraud:

DMAS has sole responsibility for handling cases of suspected fraud by Medicaid or FAMIS recipients when eligibility for a public assistance payment is not involved (Medicaid only cases). Medicaid cases involving suspected fraud must be referred to DMAS, Recipient Fraud and Recovery Unit, 600 E. Broad Street, Suite 1300, Richmond, Virginia 23219.

Cases of suspected fraud involving transportation providers or enrolled providers of medical services provided to Medicaid or FAMIS recipients must be referred to the Medicaid Fraud Control Unit in the Office of the Attorney General. A copy of the information sent to the Medicaid Fraud Control Unit in the Office of the Attorney General must be sent to the Provider Review Unit and the Transportation Unit at DMAS.

Submission of Claims: The Contractor shall allow its providers a minimum of 90 days from the date of service to submit claims for reimbursement without penalty. For providers who first bill Medicare, the 90-day timeframe shall begin on the date of the denial of the claim by Medicare.

Other Payers: The Contractor shall pursue other payers of transportation services for Medicaid and FAMIS recipients such as Medicare. DMAS will continue to pay for Medicare deductibles and co-payments for Medicare covered transportation services. DMAS will furnish the Contractor with other payer information on each recipient.

Encounter Data: The Contractor shall electronically transmit monthly encounter data on all transportation services received by the enrollee and processed by the Contractor. The data transmitted shall be compliant with the Professional Health Care Claim EDI format (X12N 837-P Version 4010A1) as well as conform to any additional specifications identified by DMAS. The Contractor shall upgrade to subsequent versions of this format as specified by DMAS. DMAS will provide the Contractor with a minimum of 60-calendar days advance notice prior to the date of implementation of any revisions.

The monthly encounter data are to be provided to DMAS according to a regular, agreed upon schedule that will be within ten business days after the close of the month using a mode of transmission and format specified by DMAS. The Contractor shall sign a form supplied by DMAS that attests to the accuracy of the encounter data.

The encounter data received from the Contractor will be processed by the Virginia Medicaid Management Information System (MMIS) and subjected to any edits applicable to verifying and adjudicating transportation services. Encounter data from the Contractor will be integrated into the MMIS database and utilized as needed by DMAS including but not limited to applicable state and federal reporting, therefore it must conform to the billing rules established by DMAS. The Contractor must successfully participate in a testing and certification process to ensure that its encounter data meets DMAS' requirements.

To assist the Contractor in developing a standard transaction that meets DMAS' requirements, DMAS will provide a Companion Guide. The Companion Guide contains information on how certain data elements in the 837-P transaction are used so that they are properly processed by the Virginia MMIS.

The transmissions of encounter data are required to meet the HIPAA Security standards for electronic protected health information.

The standard 837-P adjustment and reversal transactions are to be used by the Contractor as needed to make corrections to or reverse previously submitted encounters.

Corrections and Liquidated Damages: In the event the data submission contains erroneous data as determined by DMAS, the Contractor has 30 days to correct the errors and resubmit to DMAS. If the Contractor does not correct the errors in the initial resubmission cycle and requires additional resubmission cycles or otherwise does not exercise reasonable effort in correcting the errors as determined by DMAS, DMAS may apply liquidated damages against the monthly payment from DMAS up to \$10,000 per resubmission cycle.

4.12 Develop and Implement a Monitoring Plan

The Offeror shall include a draft Monitoring Plan in the initial proposal.

The Contractor is responsible for all services provided by subcontracted transportation providers. The Contractor shall ensure adequate oversight of subcontracted transportation providers and ensure that providers comply with all applicable State and Federal laws and regulations.

The Contractor shall monitor the transportation providers to ensure compliance with the terms of their subcontracts and ensure compliance with all transportation provider-related requirements of this RFP including driver requirements, vehicle requirements, complaint resolution and delivery of courteous, safe, timely and efficient transportation services. Monitoring activities shall include, but are not limited to:

1. On-street observations
2. Accident/incident reporting
3. Statistical reporting of trips
4. Analysis of complaints
5. Driver (and attendant) licensure, driving record, experience and training
6. Recipient safety, assistance and courtesy
7. Completion of driver logs
8. Driver communication with dispatcher
9. Routine vehicle inspections, maintenance, emergency equipment and breakdowns

Corrective Actions: The Contractor shall have written procedures in place for taking appropriate corrective action whenever inappropriate or substandard services are furnished or services that should have been furnished were not. In addition, the Contractor shall have written procedures for taking

appropriate action if a subcontracted transportation provider is out of compliance with federal or State laws or regulations. The Contractor shall report quarterly to DMAS on monitoring activities, monitoring findings, corrective action taken, and improvements by the transportation provider.

Semi-Annual Satisfaction Survey: As part of the Monitoring Plan, the Contractor shall conduct recipient satisfaction surveys regarding Medicaid transportation in the region every six months. The initial six-month period shall be the first six months the Contractor delivers services under this RFP. The survey shall be in a format and use sampling strategies that are provided or approved by DMAS. DMAS may provide survey questions that are to appear in the survey. All survey questions must be authorized by DMAS. Periodic sampling issues may include, but are not be limited to: (1) confirmation of scheduled trip; (2) driver and Contractor staff courtesy; (3) driver assistance when required; (4) overall driver behavior; (5) driver safety and operation of the vehicle; (6) condition, comfort and convenience of the vehicle; and (7) punctuality of service. The purpose of the survey is to verify the availability, appropriateness and timeliness of the trips provided and the manner in which the Contractor's and transportation provider's staff interacted with recipients. The survey results are to be submitted to DMAS as described at 4.16.

The Offeror shall describe in detail its approach to and experience with customer satisfaction surveys, various methods of measuring customer satisfaction and its plans, if any, for surveying specific populations such as recipients with disabilities, family members of recipients, facilities, and providers.

Insurance: In addition to the strict quality assurance standards that the subcontracted providers shall meet, the Contractor shall have insurance coverage in the amount specified in Section 9.17 of this RFP.

Accidents and Incidents: The Contractor shall promptly report to DMAS accidents that have occurred in conjunction with a scheduled trip if a recipient was present in the vehicle. Accidents and incidents shall be reported to DMAS as follows:

1. Accident with Injury: Notification within 24 hours
2. Incident with Injury: Notification within 24 hours
3. Accident without Injury: Notification within 48 hours
4. Incident without Injury: Notification within 48 hours

Notification shall be in a form approved by DMAS. Additional documentation shall be provided as requested.

In accordance with the Code of Virginia, § 63.2-1603 through 1610, the Contractor must report or cause a report to be made to Virginia Adult Protective Services (APS) either by calling the APS Hotline (1-888-83-ADULT) or the appropriate local department of social services whenever there is a reasonable cause to suspect that an adult aged 60 or over or an incapacitated adult aged 18 and over is known or may be abused, neglected, or exploited.

Quality Assurance Review: DMAS reserves the right to make quality assurance reviews on services under this contract. These reviews may be conducted in an anonymous manner and without advance notice.

Prior to Implementation:

A final Monitoring Plan shall be submitted to DMAS 30 days prior to the initial implementation. A notification form for Accidents and Incidents must be included in the Plan. The Monitoring Plan shall also include a description of the methodology for the Customer Satisfaction Survey, a list of survey questions, and, if applicable, its methods for surveying other populations.

4.13 Resolve Complaints and Maintain Tracking System

The Contractor is responsible for receiving and responding to all complaints about non-emergency transportation services under this contract, oral or written, from recipients, providers, DMAS or other sources. This includes complaints from transportation providers. The Offeror shall describe in detail its approach to complaint tracking, handling, reporting and resolution.

Written and Oral Complaints: A complaint is defined as a verbal or written expression of dissatisfaction. The Contractor should encourage those with oral complaints to submit them in writing. The Contractor shall attempt to respond orally to the complainant within 24 hours of receipt of the complaint. A copy of any written complaint received by the Contractor shall be faxed to DMAS within 24 hours. The Contractor shall respond to written complaints in writing within 72 hours. Complaints regarding transportation services referred to the Contractor by DMAS for resolution require a written response from the Contractor back to DMAS within the timeframe requested by DMAS, but no more than 3 business days after receipt of the complaint.

Complaint Handling: The Contractor shall establish and maintain standardized written procedures for handling all complaints, including documentation requirements. Investigation shall entail obtaining as much factual information about the complaint as possible. The Contractor shall attempt to resolve the complaint, if possible.

Complaint Log and Summary: The Contractor shall maintain a log of all complaints, oral and written, with documentation of the complaint and action taken to resolve the complaint. The Contractor shall compile a summary report and analyze complaints received on a monthly basis to determine quality of services to recipients and noting patterns or trends of complaints received. The Contractor shall analyze the complaint data for quality improvement as an integral part of its Monitoring Plan. The Contractor shall send a report to DMAS on a monthly basis of complaints received and their resolution including any corrective action taken. The summary report shall be in accordance with the specifications and format approved by DMAS.

Liquidated Damages: In the event the Contractor fails to comply with any of the requirements set forth in section 4.13 Handle Complaints and Maintain Tracking System, DMAS may apply liquidated damages against the monthly payment from DMAS up to \$500.00 per incident per day.

4.14 Coordination with DMAS, Community Programs, and Health Care Providers

The Contractor shall attend meetings with DMAS staff as requested by DMAS, including transportation training sessions and the Medicaid Transportation Advisory Committee (MTAC) meetings. Costs of attending meetings shall be the Contractor's responsibility.

The Contractor shall coordinate its efforts with other DMAS program entities such as local Departments of Social Services and Departments of Health, Community Service Boards, Area Agencies on Aging, regulatory and law enforcement entities, public and private transportation providers, and service providers.

The Contractor shall establish linkages with community programs in such a way as to coordinate activities with existing programs serving the Medicaid and FAMIS program populations and minimize or avoid duplicate efforts and fragmentation of services to the same recipients. These linkages shall

include referral protocols or formal agreements with such programs. These activities are to be at Contractor's expense.

The Contractor shall collaborate with other Contractors selected under this RFP in the coordination and delivery of transportation services for Medicaid and FAMIS recipients. This is especially important for recipients who travel across regions served by more than one Contractor.

The Contractor shall coordinate on a monthly basis the transition of care of individuals moving from its service area to the service area of another transportation vendor contracted with either DMAS or a DMAS contracted MCO. The format shall be determined by DMAS.

Regional Advisory Committees: The Contractor will establish working relationships with Community Service Boards, private mental health/mental retardation service providers, Area Agencies on Aging, nursing facilities and the health and medical community. The Contractor will establish a bi-monthly advisory committee in each region to include representatives of the above organizations, DMAS, transportation providers and a recipient.

Prior to Implementation:

Forty-five days prior to implementation, the Contractor shall submit a list of at least ten individuals who have agreed to serve on the Regional Advisory Committee in each region covered by the Contractor.

4.15 Recipients with Disabilities

DMAS must ensure that recipients with disabilities receive efficient, safe, and reliable transportation services. Offerors are required to include in their proposals specific actions that it will take as a Contractor to ensure this objective is met. The Offeror's response to this item should include information regarding how it will ensure:

1. That recipients with disabilities are transported with minimal disruption to their daily activities;
2. That appropriate assistance is provided to these recipients;
3. That its brokerage functions are coordinated with nursing facilities, CSBs, private mental health, mental retardation and developmental disability service providers, dialysis centers and Area Agencies on Aging; and
4. That it will provide for notification of the responsible party in the event of a change in transportation provider, pick-up/drop-off time, or other change in plans.

4.16 Provide Administrative Oversight and Submit Management Reports

Operating Procedures Manual: The Contractor shall be responsible for the management of overall day-to-day operations necessary for the delivery of non-emergency transportation services and the maintenance of appropriate records and systems of accountability to report to DMAS and comply with this RFP. The Contractor shall develop an operations procedures manual detailing all procedures to be used in scheduling and delivery of transportation services. This manual shall be submitted to DMAS for review at least 60 business days prior to the start of operations. The Contractor shall incorporate modifications required by DMAS within 10 business days of notification. A Contractor will not be allowed to begin operations without an approved operations procedures manual. This operations procedures manual shall be given to all Contractor staff and shall be incorporated into all training programs for new employees.

Transportation Providers Manual: A transportation provider's manual of the Contractor's operating procedures shall be provided to all transportation providers with whom the Contractor has subcontracts.

The manual shall be reviewed in a mandatory orientation program to be provided by the Contractor to all contracted transportation providers. The operations procedures manual shall be reviewed and updated annually and whenever changes in operation are made. Updates and changes shall be approved by DMAS before distribution.

Use of DMAS Name and Logo: The Contractor shall not use the Department of Medical Assistance Services name, logo, or other identifying marks on any of the materials produced or issued without the prior written approval of DMAS.

Reporting Requirements: The Contractor shall submit accurate and complete management reports to DMAS at requested intervals and on demand. The Contractor shall provide the following management reports, at a minimum, to DMAS at the frequency and in the specified format indicated below:

1. Transportation Summary Report summarizing all denials, referrals, and authorizations for transportation services by type of transportation. This information is to be provided in electronic media to DMAS within ten (10) business days after the close of the month in a format prescribed by DMAS.
2. Call Center Report and ACD Report summarizing call volume, nature of calls and information listed in Section 4.8 of this RFP within ten (10) business days after the close of each month in a format prescribed by DMAS.
3. Recipient Satisfaction Survey Report summarizing the results of the surveys described in Section 4.12. to be submitted to DMAS within 30 business days of the end of each six-month period of actual service operation.
4. Complaint Log summarizing the complaint information listed in Section 4.13 of this RFP within ten (10) business days after the close of each month in a database format prescribed by DMAS.
5. Annual Transportation Report describing the project and contracted services; major problems and issues and how they were addressed and future plans; a statistical summary of services provided and other pertinent information. A draft of the report shall be submitted to DMAS within sixty (60) calendar days after the close of each year of operation and the final report shall be submitted to DMAS within thirty (30) calendar days of receipt of DMAS comments.
6. Other operational, management and/or ad hoc reports as required by DMAS, to include vehicle inspection reports.

Timely Reporting: Timely receipt of these reports shall be a prerequisite for authorization of monthly payment to the Contractor. Therefore, failure to provide accurate and complete management reports by reporting deadlines may result in reduction, delay or suspension of payment to the Contractor until the reports are received and approved by DMAS. Data must be accurate. Failure to report data accurately and timely may result in a delay of future payments, a reduction in payment or termination of contract. A schedule of currently required Contractor reports is found in Attachment C.

Annual Audit: The Contractor shall submit an annual independent audit covering each calendar year in accordance with GAAP and generally accepted auditing standards. The audit shall include, but may not be limited to, the Balance Sheet, Income Statement, Statement of Retained Earnings, and Statement of Cash Flow. By June 1 of each year, the Contractor shall submit a copy of the audit to the state agency and provide an attestation to the completeness and accuracy of the information.

Prior to Implementation:

The Contractor's Operating Procedures Manual and the Transportation Providers Manual shall be submitted to DMAS for review and approval at least 60 business days prior to the start of operations.

Liquidated Damages: In the event the Contractor fails to comply with any of the aforementioned reporting requirements set forth in section 4.16 Provide Administrative Oversight and Submit Management Reports, DMAS may apply liquidated damages against the monthly payment from DMAS up to \$500.00 per incident per day.

4.17 Maintain Confidentiality of Information

HIPAA Compliance: The Contractor shall maintain the confidentiality of Medicaid and FAMIS program information. The Contractor shall ensure that access to this information will be limited to the Contractor. The Contractor shall take measures to prudently safeguard and protect unauthorized disclosure of the Medicaid and FAMIS program information in its possession. The Contractor shall establish internal policies to ensure compliance with Federal and State laws and regulations regarding confidentiality including, but not limited to, 42 CFR § 431, Subpart F, and Virginia Code § 2.1-377, 45 CFR Parts 160-164 (HIPAA), et. seq. In no event may the Contractor provide, grant, allow, or otherwise give, access to Medicaid or FAMIS program information to anyone without the express written permission of DMAS. The Contractor shall assume all liabilities under both State and Federal law in the event that the information is disclosed in any manner.

Requests for Recipient Information: Upon the Contractor's receiving any requests for Medicaid or Virginia Title XXI information from any individual, entity, corporation, partnership or otherwise, the Contractor shall notify DMAS within twenty-four (24) hours or on the next business day.

The Contractor shall ensure that there will be no disclosure of the data except through DMAS. DMAS shall treat such requests in accordance with DMAS policies. In cases where the information requested by outside sources is releasable under the Freedom of Information Act (FOIA), as determined by DMAS, the Contractor shall provide support for copying and invoicing such documents at the Contractor's expense.

4.18 Maintain Adequate Staff and Facilities

Project Director and Key Staff: The Contractor shall designate and maintain a Project Director for this contract who has day-to-day authority to manage the total project regardless of the number of regions covered in the contract. The Project Director shall be on-site during regular working hours in the business office location approved by DMAS. The Project Director shall also be available to DMAS by telephone during regular business hours.

The Contractor shall maintain sufficient levels of staff including supervisory and support staff with appropriate training, work experience, and expertise to perform all contract requirements on an ongoing basis. Telephone and administrative personnel shall be familiar with covered services under Medicaid and the Virginia Title XXI programs and other recipient eligibility prerequisites for covered transportation services. DMAS shall approve the Project Director and other key staff members. DMAS shall have the right to require removal from this contract of any staff found unacceptable to DMAS with cause. DMAS shall be notified within seven (7) business days of key staffing changes and name changes.

Business Office: The Contractor shall establish a non-residential business office within the region for which the Contractor has contract responsibility. The Contractor shall maintain office hours from 7:00

AM to 6:00 PM (local time) Monday-Friday except national holidays. The purpose of the business office is for the Contractor to have a physical presence within the region for conducting business with Medicaid and Title XXI recipients, transportation providers, nursing facilities, CSBs, AAAs, and other health care and community service providers. The telephone call center shall be open during the hours of 6:00 AM to 8:00 PM (local time) Monday-Friday except national holidays. Call Center staffing may be located at this business office but, in any case, must be located within Virginia. If one Offeror is awarded a statewide contract for all seven regions, the Call Center must be located in the City of Norton, VA.

Regional Offices: If the Contractor is awarded contracts in more than one region, a business office shall be maintained in each region as described in the previous paragraph. The Contractor's staffing plan shall include local staff familiar with the communities served within the region. One of the business offices may be designated as the central business office, with DMAS approval, where the Project Director and support staff may be located. The Contractor shall provide an answering device for use during the periods any of the offices are closed to leave messages. The Contractor shall have the capacity to send and receive facsimiles and e-mail at the central business office at all times. The Contractor shall provide an administrative telephone number that will enable DMAS staff to reach the Project Director and key staff directly, without going through the scheduling staff. The Contractor shall have the capacity to reproduce documents as requested.

Administrative Costs: The Contractor shall maintain detailed records documenting the administrative costs and expenses incurred pursuant to the contract, the provision of transportation services under the contract, and complaints for the purpose of monitoring and evaluation by DMAS and other State and Federal personnel. Administrative costs cannot exceed fifteen percent (15%) of total payments to the Contractor.

Records: All records pertaining to the contract shall be housed at the designated central business office approved by DMAS and shall be readily available for review at the request of DMAS or its authorized representatives. Records shall be stored in an orderly and secure manner. These records shall be maintained during the course of the contract and for a period of six years thereafter and longer if an audit is in progress.

Prior to Execution of the Contract:

Should an Offeror be selected as the Contractor in more than one region, the Offeror may present a consolidation plan to service multiple regions to DMAS for approval. The consolidation plan shall address management, staffing, administrative services, business locations, operational efficiency, and the cost of the consolidated office.

4.19 Contacts with the Media

DMAS is the sole representative of the transportation service with regard to the media. All questions or other contact from the media must be referred directly to the designated DMAS representative. The Contractor and their subcontractors may not discuss any transportation issues with the media unless specifically authorized to do so by DMAS. The Contractor must designate a single point of contact for coordinating media referrals from DMAS and provide the names of those who are authorized to speak on behalf of the Contractor.

4.20 Implementation Plan

The Offeror will include a detailed implementation plan in the proposal. This plan must include timeframes and major milestones for each major task of the implementation. This should include, but

not be limited to, education of recipients, facilities and community agencies about broker procedures; recruiting and training providers; hiring and training brokerage staff; occupying facilities; utility and telephone installation; and credentialing drivers and inspecting vehicle.

1. Education of Recipients, Facilities and Community Agencies – Offeror must describe in detail how it plans to educate recipients, facilities and community agencies. The plan should also include proposed outreach activities throughout the duration of the contract.
2. Recruitment of Providers- Offeror must develop a plan to recruit providers, hire and train drivers without interfering with the current service. Specifically, if the Offeror recruits existing providers and/or call center staff from an incumbent Contractor, DMAS must be assured that they will continue to drive for the incumbent Contractor until the new service starts. Please discuss this in detail and include a plan for ensuring that there is no degradation of service.
3. The Contractor will provide to DMAS a full implementation plan within two (2) weeks of award. This plan shall note all major milestones to include, but not be limited to:
 - a) Providers under contract and trained in billing procedures and DMAS contract requirements.
 - b) Drivers trained
 - c) Reservation agents trained
 - d) Computer networks, scheduling software and ACD systems installed and tested
 - e) Education of nursing facilities, CSBs, private mental health/mental retardation service providers, AAAs and other health and community service providers
4. Reservations systems will be tested by DMAS three (3) weeks before implementation and must be fully functioning and taking reservations two weeks prior to implementation.
5. All providers must be fully trained and prepared with trained drivers and fully inspected vehicles one (1) week prior to implementation.

4.21 Turnover Plan

The Contractor shall develop a Turnover Plan within 240 days of award. The specific objectives of the Plan are to provide for an orderly and controlled transition of the Contractor's responsibilities to a successor contractor at the end of the contract period and to minimize any disruption of non-emergency transportation services provided to recipients.

The plan shall include the proposed approach to turnover, the tasks and subtasks for turnover, a schedule for turnover, operational resource requirements, training to be provided and transfer of data, documentation, files and other records. The plan must also address the transfer of any inventory of training materials; operational procedures manuals, brochures, pamphlets, and all other written materials developed in support of this RFP/Contract activity to DMAS.

5. DMAS RESPONSIBILITIES

DMAS will oversee the transportation program, including overall program management, determination of policy and monitoring of service. DMAS will work in partnership with the Contractor and providers in developing a quality program. Following are the primary responsibilities of DMAS.

- a) Policy interpretation – DMAS will make the final decision regarding all policy issues

- b) On-going project oversight and management to include announced and unannounced visits to ensure regulatory compliance;
- c) Provide Contractors with all up to date recipient eligibility information;
- d) Field observations of operations and the call center;
- e) Monitoring staffing levels; outreach to recipients, facilities, and community agencies; staff training, including drivers and their training; and conduct announced and unannounced visits to observe driver training programs and other monitoring;
- f) Review inspection of vehicle and maintenance reports. Inspect driver records to ensure that proper training has been provided; and
- g) Review and approve any Contractor written policy, subcontracts and or procedural communications to recipients, providers and others prior to release

6. CONTRACTOR COMPENSATION

The Contractor shall be reimbursed by a monthly capitation rate for each eligible recipient as defined for the purposes of this contract. The Contractor shall submit a Cost Proposal that will form the basis of the payment arrangement. Cost Proposals shall be structured to reflect per capita capitation payments that are inclusive of all administrative costs, transportation costs, corporate overhead and profit for all services required under the RFP. No more than fifteen percent (15%) of the reimbursement shall be for administrative costs, corporate overhead and profit.

Fee-for-service Medicaid and FAMIS non-emergency transportation is a risk-based program where the Contractor receives a capitated per-member-per-month (PMPM) payment that covers a comprehensive set of non-emergency transportation services, regardless of how much transportation service is used by the recipient. The Contractor shall accept full financial risk for each recipient's non-emergency transportation needs. DMAS has established a "point estimate" of the expected PMPM cost of providing these services. Cost Proposals that vary no more than 10% above or below the point estimates will be accepted for evaluation. The point estimate values are shown on Page 1 of Attachment E.

DMAS may issue capitation payments on behalf of enrollees at the rates established in this Contract and modified during the contract renewal process. For years 2 and 3 of the contract, payment rates may increase annually based on the final agreed-upon Year 1 rate adjusted for the Transportation Consumer Price Index for the Washington-Baltimore area, and any programmatic or budgetary changes that may result from legislative or agency action. Such modification is subject to the provisions contained in Va. Code section 2.2-4309.

The Contractor shall accept the annually established capitation rate paid each month by the Department as payment in full for all services to be provided pursuant to this Contract and all administrative costs associated therewith, pending final recoupments, reconciliation, or sanctions. Any and all costs incurred by the Contractor in excess of the capitation payment will be borne in full by the Contractor.

Upon submission of a complete and accurate invoice, the Contractor will be reimbursed within thirty (30) days based on the prior month's valid recipient count. The PMPM rate does not include start-up costs. DMAS may reimburse start-up costs but start-up costs must be submitted separately by region on Attachment F as part of the Offeror's cost proposal.

On a quarterly basis, the Contractor must submit documentation of expenditures for transportation services in the form of cost verification report which shall provide evidence that at least 85% of the capitation payment shall have been used to cover direct transportation costs for fee-for-service Medicaid and FAMIS recipients covered by this contract. Should the documentation show a lower percentage of total capitation

payments used for service costs, Contractor shall work with DMAS to develop and implement a corrective action plan.

7. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

Each Offeror shall submit a separate Technical Proposal and a Cost Proposal for each region that the Offeror wants to serve as the transportation broker. The following describes the general requirements for each proposal and the specific requirements for the Technical Proposal and the Cost Proposal.

General Requirements for Technical Proposals and Cost Proposals

7.1. Overview

Both the Technical Proposal and the Cost Proposal shall be developed and submitted in accordance with the instructions outlined in this section for each region that the Offeror wants to serve as the transportation broker. The Offeror's proposals shall be prepared simply and economically, and they shall include a straightforward, concise description of the Offeror's capabilities that satisfy the requirements of the RFP. Although concise, the proposals should be thorough and detailed so that DMAS may properly evaluate the Offeror's capacity to provide the required services. All descriptions of services should include an explanation of proposed methodology, where applicable. The proposals may include additional information that the Offeror considers relevant to this RFP.

The proposals shall be organized in the order specified in this RFP. A proposal that is not organized in this manner risks elimination from consideration if the evaluators, at their sole discretion, are unable to find where the RFP requirements are specifically addressed. Failure to provide information required by this RFP may result in rejection of the proposal.

7.1.1 Critical Elements of the Technical Proposal

For the convenience of Offeror's, listed below are the sub-sections of Section 4 and specific requests for additional information in the proposal.

- ❑ **4.1 Education of Recipients, Facilities, and Community Agencies**
- ❑ **4.2 Verify Eligibility**
 - ✓ The Offeror shall explain how trips for Medicaid-pending individuals will be authorized and claims from providers will be paid.
- ❑ **4.3 Authorize Transportation Services**
- ❑ **4.4 Schedule and Dispatch Trips**
- ❑ **4.5 Real-time Communication**
 - ✓ The Offeror shall detail the approach to real-time communication. The description must include how the communications between recipient, Contractor, provider, and driver will be managed to ensure that there are no delays in recipient services or emergency relief.
- ❑ **4.6 Backup Service**
- ❑ **4.7 Establish and Maintain Transportation Database**
- ❑ **4.7 Connectivity to MMIS**
 - ✓ In the Proposal, the Offeror shall provide DMAS Information Management with a connectivity plan to include, but not be limited to, connection endpoints, bandwidth, type of line, and expected protocols and application-to-application connection details.

- ❑ **4.8 Establish and Maintain Telephone Call Center**
- ❑ **4.8 Automated Call Distribution System (ACD)**
 - ✓ The Offeror's proposal shall include operational procedures, manuals, forms, and reports necessary for the smooth operation of the Call Center.
- ❑ **4.8 Call Center Performance**
 - ✓ Offeror shall describe in detail how it will train staff to perform their duties accurately and efficiently and how it will monitor these standards and perform corrective action when necessary.
- ❑ **4.9 Recruit and Maintain an Adequate Transportation Network**
 - ✓ The Offeror shall describe the composition of its projected network in the region, including the number of vehicles by type needed to provide adequate access to Medicaid and FAMIS covered services.
 - ✓ The Offeror shall fully describe how it will assign trips to providers and communicate the information in a timely and efficient manner. The Offeror shall also describe its procedures for assigning urgent trips, re-routed (refused trips) and hospital discharges. Innovative and creative approaches are encouraged. The Offeror shall include specific information in their proposal to explain how this will be achieved.
 - ✓ The Offeror shall submit a copy of its standard contract agreement with the transportation providers to DMAS as part of the proposal. DMAS must approve the standard contract and all of its provisions, including liquidated damages and sanctions, in advance. DMAS must be notified and approve any amendments to the standard contract agreement, excluding rates.
- ❑ **4.10 Ensure Compliance with Driver and Vehicle Requirements**
 - ✓ The Offeror shall describe in detail the driver training programs to be used, how the training will be provided and by whom.
 - ✓ The Offeror shall include a plan for using a recipient voucher and gas reimbursement plan for DMAS approval. The Plan shall include the procedures for pre-authorizing trips, providing recipient vouchers and paying mileage reimbursement.
 - ✓ The Offeror shall describe its plans for maximizing the use of fixed-route public transportation and its experience in working with fixed route public transit or paratransit service. The Offeror shall also describe its approach to and its experience in providing "travel training" for people with disabilities.
- ❑ **4.11 Provide Reimbursement for Transportation Services**
 - ✓ A description of the Offeror's payment methodology, billing policies, instructions and procedures shall be submitted with the proposal. Any penalties for late submission must be included in the description. Offeror's billing policies shall include options for electronic submission of invoices by transit providers. Any future amendments to these policies must be approved by DMAS.
- ❑ **4.12 Develop and Implement a Monitoring Plan**
 - ✓ The Offeror shall include a draft Monitoring Plan in the initial proposal.
 - ✓ The Offeror shall describe in detail its approach to and experience with customer satisfaction surveys, various methods of measuring customer satisfaction and its plans, if any, for surveying specific populations such as recipients with disabilities, family members of recipients, facilities, and providers.
- ❑ **4.13 Complaint Tracking and Resolution**
 - ✓ The Offeror shall describe its approach to complaint tracking, handling, reporting and resolution.
- ❑ **4.14 Coordination with DMAS, Community Programs and Health Care Providers**
- ❑ **4.15 Recipients with Disabilities**

- ✓ Offerors are required to include in their proposals specific actions that it will take as a Contractor to ensure this objective is met. The Offeror's response to this item shall include information regarding how it will ensure:
 1. That recipients with disabilities are transported with minimal disruption to their daily activities;
 2. That appropriate assistance is provided to these recipients;
 3. That its brokerage functions are coordinated with nursing facilities, CSBs, private mental health, mental retardation and developmental disability service providers, dialysis centers and Area Agencies on Aging; and
 4. That it will provide for notification of the responsible party in the event of a change in transportation provider, pick-up/drop-off time, or other change in plans.
- ❑ **4.16 Provide Administrative Oversight and Submit Management Reports**
- ❑ **4.17 Maintain Confidentiality of Information**
- ❑ **4.18 Maintain Adequate Staff and Facilities**
- ❑ **4.19 Contacts with the Media**
- ❑ **4.20 Implementation Plan**
 - ✓ The Offeror shall include a detailed implementation plan in the proposal. This plan must include timeframes and major milestones for each major task of the implementation. This shall include, but not be limited to, education of recipients, facilities and community agencies about broker procedures; recruiting and training providers; hiring and training brokerage staff; occupying facilities; utility and telephone installation; and credentialing drivers and inspecting vehicle.
- ❑ **4.21 Turnover Plan**

7.2 Binding of Proposal

The Technical Proposal shall be clearly labeled "Technical Proposal" on the front cover. The Cost Proposal shall be clearly labeled "Cost Proposal" on the front cover. The legal name of the organization submitting the proposal and the name of the region(s) (e.g., "Region 2") also shall appear on the covers of both the Technical Proposal and the Cost Proposal.

The proposals shall be typed, bound, page-numbered, single-spaced with a 12-point font on 8 1/2" x 11" paper with 1" margins and printed on one side only. Each copy of the Technical Proposal and each copy of the Cost Proposal and all documentation submitted shall be contained in single three-ring binder volumes where practical. A tab sheet keyed to the Table of Contents shall separate each major section. The title of each major section shall appear on the tab sheet.

An Offeror submitting a Technical Proposal for multiple regions may combine in one binder the common information for all regions followed by the region-specific information, clearly identified and tabbed. Cost proposals for each region should be submitted individually.

The Offeror shall submit an original and five (5) copies of the Technical Proposal one original of the Cost Proposal by the response date and time specified in this RFP. Each copy of the proposal shall be bound separately. This submission shall be in a sealed envelope or sealed box clearly marked "RFP 2005-01 Technical Proposal". In addition, the original of the Cost Proposal shall be sealed separately and clearly marked "RFP 2005-01" and submitted by the response date and time specified in this RFP. In addition, the original of the Cost Proposal shall be sealed separately clearly marked "RFP 2001-05 Cost Proposal" and submitted by the response date and time specified in this RFP. The Cost Proposal form in Attachment F shall be used. The Offeror shall also submit one electronic copy (compact disc preferred) of their Technical Proposal in MS Word format (Microsoft Word 2000 or compatible format) and of their Cost

Proposal in MS Excel format (Microsoft Word 2000 or compatible format). In addition, the Offeror shall submit a redacted (proprietary and confidential information removed) electronic copy of their Technical Proposal and their Cost Proposal.

7.3 Table of Contents

The proposals shall contain a Table of Contents that cross-references the RFP submittal requirements in Section 4: “Technical Proposal Requirements.” Each section of the Technical Proposal shall be cross-referenced to the appropriate section of the RFP that is being addressed. This will assist DMAS in determining uniform compliance with specific RFP requirements.

7.4 Submission Requirements

All information requested in this RFP shall be submitted in the Offeror’s proposals. An Offeror may submit proposals for more than one region. A Technical Proposal shall be submitted for each region and a Cost Proposal shall be submitted for each region. The proposals for each region will be evaluated separately. By submitting a proposal in response to this RFP, the Offeror certifies that all of the information provided is true and accurate.

All data, materials and documentation originated and prepared for the Commonwealth pursuant to this RFP belong exclusively to the Commonwealth and shall be subject to public inspection in accordance with the Virginia Freedom of Information Act. Confidential information shall be clearly marked in the proposal and reasons the information should be confidential shall be stated.

Trade secrets or proprietary information submitted by an Offeror are not subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror shall invoke the protections of §2.2-4342(F) of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice shall specifically identify the data or materials to be protected and state the reasons why protection is necessary.

The proprietary or trade secret materials submitted shall be identified by some distinct method such as highlighting or underlining and shall indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and, in the sole discretion of DMAS, may result in rejection and return of the proposal.

All information requested by this RFP on ownership, utilization and planned involvement of small businesses, women-owned businesses and minority-owned business shall be submitted with the Technical Proposal.

7.5 Transmittal Letter

The transmittal letter shall be on official organization letterhead and signed by the individual authorized to legally bind the Offeror to contract agreements and the terms and conditions contained in this RFP. The organization official who signs the proposal transmittal letter shall be the same person who signs the cover page of the RFP and Addenda.

At a minimum, the transmittal letter shall contain the following:

1. A statement that the Offeror meets the required conditions to be an eligible candidate for the contract award including:
 - a) The Offeror must identify any contracts or agreements they have with any state or local government entity that is a Medicaid and/or FAMIS provider or Contractor and the general circumstances of the contract or agreement. This information will be reviewed by DMAS to ensure there are no potential conflicts of interest;
 - b) Offeror must be able to present sufficient assurances to the state that the award of the contract to the Offeror will not create a conflict of interest between the Contractor, the Department, and its subcontractors; and
 - c) The Offeror must be licensed to conduct business in the state of Virginia.
2. A statement that the Offeror has read, understands and agrees to perform all of the Contractor responsibilities and comply with all of the requirements and terms set forth in this RFP, any modifications of this RFP, the Contract and Addenda;
3. The Offeror's general information, including the address, telephone number, and facsimile transmission number;
4. Designation of an individual as the authorized representative of the organization who will interact with DMAS on any matters pertaining to this RFP and the resultant Contract;
5. A statement agreeing that the Offeror's proposal shall be valid for a minimum of 180 days from its submission to DMAS; and
6. A statement of the Offeror's intent to apply for a broker license from the VA Department of Motor Vehicles within 30 days of award.

7.6 Signed Cover Page of the RFP and Addenda

To attest to all RFP terms and conditions, the authorized representative of the Offeror shall sign the cover page of this RFP, as well as the cover page of the Addenda, if issued, to the RFP, and submit them along with its proposal.

7.7 Procurement Contact

The principal point of contact for this procurement in DMAS shall be:

Robert Knox
Transportation Manager, Health Care Services Division
Virginia Department of Medical Assistance Services
600 East Broad Street, Suite 1300
Richmond, VA 23219
FAX: (804) 371-6035
E-mail: Transportation@dmass.virginia.gov

All communications with DMAS regarding this RFP should be directed to the principal point of contact. All RFP content-related questions shall be in writing to the principal point of contact or the DMAS Contract Management Officer. An Offeror who communicates with any other employees or Contractors of DMAS concerning this RFP after issuance of the RFP may be disqualified from this procurement.

7.8 Submission and Acceptance of Proposals

The proposals, whether mailed or hand delivered, shall arrive at DMAS no later than 2:00 p.m. local time on Wednesday, January 5, 2005. DMAS shall be the sole determining party in establishing the time of arrival of proposals. Late proposals shall not be accepted and shall be automatically rejected from further consideration. The address for delivery is:

Proposals may be sent by US mail, Federal Express, UPS, etc. to:

Attention: William D. Sydnor
Department of Medical Assistance Services
600 East Broad Street, Suite 1300
Richmond, VA 23219

Hand Delivery or Courier to:

Attention: William D. Sydnor
Department of Medical Assistance Services
1st Floor DMAS Receptionist
600 East Broad Street
Richmond, VA 23219

If DMAS does not receive at least one responsive proposal as a result of this RFP, DMAS reserves the right to select a Contractor that best meets DMAS' needs. DMAS management shall select this Contractor. DMAS also reserves the right to reject all proposals. DMAS reserves the right to delay implementation of the RFP if a satisfactory Contractor is not identified or if DMAS determines a delay is necessary to ensure implementation goes smoothly without service interruption. Information will be posted on the DMAS web site, <http://www.dmas.virginia.gov/>.

7.9 Oral Presentation and Site Visit

DMAS may require one or more oral presentations by an Offeror in response to questions DMAS has about the Offeror's proposal. An oral presentation means that the Offeror is physically present in a DMAS designated meeting room. DMAS will allow a minimum five-business day advance notice to the Offeror prior to the date of the oral presentation. Expenses incurred as part of the oral presentation shall be the Offeror's responsibility.

DMAS may make one or more on-site visits to see the Offeror's operation of another transportation contract, both Medicaid and non-Medicaid. DMAS shall be solely responsible for its own expenses for travel, food and lodging.

7.10 Technical Proposal

The following describes the required format, content and sequence of presentations for the Technical Proposal:

7.10.1 Chapter One: Executive Summary

The Executive Summary Chapter shall highlight the Offeror's:

1. Understanding of the project requirements.

2. Qualifications to serve as the DMAS Contractor for the project.
3. Overall Approach to the project and a summary of the contents of the proposal.

7.10.2 Chapter Two: Corporate Qualifications and Experience

Chapter Two shall present the Offeror's qualifications and experience to serve as the Contractor for the region(s). Specifically, the Offeror shall describe its:

1. Organization Status:

- a) Name of Project Director for this Virginia brokerage;
- b) Name, address, telephone number, fax number, and e-mail address of the legal entity with whom the contract is to be written;
- c) Federal employer ID number;
- d) Name, address, telephone numbers of principal officers (president, vice-president, treasurer, chair of the board of directors, and other executive officers);
- e) Name of the parent organization;
- f) Major business services;
- g) Legal status and whether it is a for-profit or a not-for-profit company;
- h) A list of board members and their organizational affiliations; and
- i) Any specific licenses and accreditation held by the Offeror.

2. Corporate Experience:

- a) Offeror's overall qualifications to carry out a project of this nature and scope.
- b) The Offeror shall describe the background and success of the Offeror's organization and experience in operating, managing, brokering, or reimbursing transportation services or other human services, specifically implementing state, local or regional programs.
- c) The Offeror's knowledge of the Medicaid and FAMIS recipient populations and the communities in the region including geography, and location of medical resources.
- d) For each experience with operating, managing, brokering or contracting for the provision of transportation services or other human services, the Offeror shall indicate the contract or project title, dates of performance, scope and complexity of contract, and customer references (see below).
- e) Any other related experience the Offeror feels is relevant shall be included.
- f) The Offeror shall indicate whether the Offeror has had a contract terminated for any reason within the last five years.
- g) The Offeror also shall indicate if a claim was made on a payment or performance bond. If so, the Offeror shall submit full details of the termination and the bonds including the other party's name, address, and telephone number.

3. References:

- a) Two customers or clients who will substantiate the Offeror's qualifications and capabilities to perform the services required by the RFP.
- b) Two customers or clients who can attest to the Offeror's experience with interface files for data loads.
- c) Contact information for all transportation or brokerage or other human service contracts, both Medicaid and non-Medicaid, held by the Offeror at any time since January 1, 1999.

The Offeror shall complete the Reference Form in Attachment D for each reference and contract, which includes the contract name, address, telephone number, contact person, and periods of work performance.

4. Financial Stability:

The Offeror shall submit evidence of financial stability. The Offeror should submit one of the following financial reports:

- a) For a publicly held corporation, a copy of the most recent three years of audited financial reports and financial statements with the name, address, and telephone number of a responsible person in the Offeror's principal financial or banking organization, or
- b) For a privately held corporation, proprietorship, or partnership, financial information for the past three years, similar to that included in an annual report, to include, at a minimum, an income statement, a statement of cash flows, a balance sheet, and number of years in business, as well as the name, address, and telephone number of a contact in the Offeror's principal financial or banking organization and its auditor.

7.10.3 Chapter Three: Technical Approach

The Offeror shall fully describe how it intends to meet all of the technical proposal requirements listed in Section 4 of this RFP. DMAS does not want a "re-write" of the RFP requirements. Specifically, the Offeror shall describe in detail its proposed technical approach for each of the tasks listed in Section 4 including any staff, systems, procedures, or materials that will be used to perform these tasks. This includes how each task will be performed, what problems need to be overcome, what functions the staff will perform, and what assistance will be needed from DMAS, if any.

Note: DMAS welcomes new and innovative approaches to transportation services. While fully addressing the requirements of the RFP for Chapter Three, the Offeror may also include alternate approaches for DMAS consideration.

7.10.4 Chapter Four: Cost Proposal

The Offeror shall prepare a Cost Proposal that details the expected numbers of trips and cost per trip subset by aid category utilizing Attachment I, Cost Proposal Form. A separate Cost Proposal for start-up costs shall further detail expected start-up costs, administrative expenses, and profit. Cost Proposals that vary by more than 10% above or below the point estimates provided in page 1 of Attachment E shall be rejected. Cost proposal shall be prepared for each year of the contract, with the expectation that the Transportation CPI will provide increases in payments averaging between 2% and 4% per year.

The Offeror shall also detail its cost monitoring plan to ensure that at least 85% of all capitation payments shall be expended for direct transportation service costs.

7.10.5 Chapter Five: Staffing

The proposal shall describe the following:

1. Staffing Plan: The Offeror shall provide a functional organizational chart of the proposed project structure and organization, indicating the lines of authority for proposed staff directly involved in performance of this contract and relationships of the staff to each function of the organization. The staffing plan shall indicate the number of proposed FTEs by position and an estimate of hours to be committed to the project by each staff position. The plan shall also show the number of staff to be employed by the Contractor and staff to be obtained through

subcontracting arrangements. Contact information must be provided for all key staff involved in the implementation and ongoing management of the program.

Offerors must submit 2 references for each proposed key staff member, showing work for previous clients who have received similar services to those proposed by the Offeror for this contract. Each reference must include the name of contact person, address, telephone number and description of services provided.

Information about the transportation providers should not be included here.

2. Staff Qualifications and Résumés: Job descriptions for all key staff on the project including qualifications, experience and/or expertise required should be included. Resumes limited to two pages must be included for key staff. The resumes of personnel proposed must include qualifications, experience, and relevant education, professional certifications and training for the position they will fill.
3. Office Location: A description of the geographical location of the central business office, the billing office, the call center and satellite offices, if applicable, shall be included. All of these locations must be in Virginia. In addition, the hours of operation should be noted for each office as applicable to this contract.

7.10.6 Chapter Six: Project Work Plan

The proposal shall describe the following:

Work Plan and Project Management: The proposal shall include a work plan (Microsoft Project 2000 or compatible version) detailing the sequence of events and the time required to implement this project by July 1, 2005. The relationship between key staff and the specific tasks and assignments proposed to accomplish the scope of work shall also be included. A PERT, Gantt, or Bar Chart that clearly outlines the project timetable from beginning to end shall be included in the proposal. Key dates and key events relative to the project shall be clearly described on the chart including critical path of tasks. The Offeror shall describe its management approach and how its proposed work plan will be executed.

Progress Reports: Upon award of a contract, the Contractor must prepare a written progress report every two weeks or more frequently as necessary and present this report to the Director, Division of Health Care Services or his designee. The report must include:

1. Status of major activities and tasks in relation to the Contractor's work plan, including specific tasks completed for each part of the project.
2. Target dates for completion of remaining or upcoming tasks/activities.
3. Any potential delays or problems anticipated or encountered in reaching target dates and the reason for such delays.
4. Any revisions to the overall work schedule.

8. PROPOSAL EVALUATIONS AND AWARD CRITERIA

DMAS will conduct a comprehensive, fair, and impartial evaluation of the Technical and Cost Proposals received in response to this RFP. The Evaluation Team will be responsible for the review and scoring of all proposals. This group will be responsible for the recommendation to the DMAS Director.

8.1 Evaluation of Minimum Requirements

DMAS will initially determine if each proposal addresses the minimum RFP requirements to permit a complete evaluation of the Technical and Cost Proposals. Proposals shall comply with the instructions to Offerors contained throughout this RFP. Failure to comply with the instructions shall deem the proposal non-responsive and subject to disqualification without further consideration. DMAS reserves the right to waive minor irregularities.

The minimum requirements for a proposal to be given consideration are:

RFP Cover Sheet: This form shall be completed and properly signed by the authorized representative of the organization.

Closing Date: The proposal shall have been received, as provided in Section V, before the closing of acceptance of proposals in the number of copies specified.

Compliance: The proposal shall comply with the entire format requirements described in Section 4 and the Technical Proposal and Cost Proposal requirements described in Section 7.

Mandatory Conditions: All mandatory General and Specific Terms and Conditions contained in Sections 9 and 10 shall be accepted.

8.2 Proposal Evaluation Criteria

The broad criteria for evaluating proposals includes, but is not limited to, the elements below:

1. **Experience**

Describe the experience of the Offeror in brokering, managing or providing transportation and other human services in rural and urban areas. This includes knowledge of area(s) to be served including geography, roadways, and mileage distances; community resources; health care facilities; and other components of a transportation services systems.

- Experience of the Offeror in managing, operating or brokering transportation services
- Experience of the Offeror in working with indigent populations on transportation services, particularly Medicaid and FAMIS populations
- Experience in managing a diverse transportation network.
- Experience of the Offeror in working in a variety of urban, suburban and rural transportation settings
- Experience of the Offeror in developing productive relationships with public, private and not-for-profit community organizations regarding common transportation issues

2. **Technical Proposal**

Demonstration in the written proposal of the Offeror's ability, facilities and capacity to provide all required services in a timely, efficient and professional manner.

- Clarity and thoroughness of the Offeror's proposal in addressing the components of the RFP and implementing them as described and on schedule.
- Proposed project management of the resources available to the Offeror for meeting the requirements of the RFP

3. **Staffing**

Describe the experience and expertise of specific staff assigned to the contract.

- Prior experience of staff with similar projects
- Qualifications of staff
- Appropriateness of the relationship between staff qualifications and assigned responsibilities

4. Quality of references

- References who clearly address the nature of the work performed by the Offeror.
- References who exhibit satisfaction with the work performed by the Offeror.
- Contacts for other contracts who exhibit satisfaction with the work performed by the Offeror.

5. Cost

The cost proposal shall be evaluated taking into consideration:

- The reasonableness of the proposal relative to the expected services to be provided; and
- The PMPM cost proposal.

For purposes of evaluation each Offeror's PMPM cost by eligibility category shall be multiplied by the average monthly enrollment for each eligibility category for the region, and a weighted average shall be calculated. The Offeror with the lowest cost proposal shall be identified, and all other Offeror's costs shall be evaluated in comparison to this price bid.

DMAS will not provide information to the Offerors on the specific weight of each these evaluation criteria until the date the proposals are due.

8.3 Award

The Department may make multiple awards as a result of this RFP. DMAS shall select the best Offeror(s) that, in its opinion, have the best proposal and shall award the contract to that Offeror.

9. GENERAL TERMS AND CONDITIONS

9.1 VENDORS MANUAL:

This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals."

9.2 APPLICABLE LAWS AND COURTS:

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the Contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, §2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

9.3 ANTI-DISCRIMINATION:

By submitting their proposals, Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §2.2-4311 of the Virginia Public Procurement Act (VPPA), and any other applicable laws. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000, the provisions in Sections 9.3.1 and 9.3.2. below apply:

9.3.1. During the performance of this contract, the Contractor agrees as follows:

- a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

9.3.2. The Contractor will include the provisions of 9.3.1 above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

9.4 ETHICS IN PUBLIC CONTRACTING:

By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

9.5 IMMIGRATION REFORM AND CONTROL ACT OF 1986:

By submitting their proposals, Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

9.6 DEBARMENT STATUS: By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia or any other federal, state or local government from submitting bids or proposals on any type of contract, nor are they an agent of any person or entity that is currently so debarred.

9.7 ANTITRUST:

By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

9.8 MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS

Failure to submit a proposal on the official state form, in this case the completed and signed RFP Cover Sheet, may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

9.9 CLARIFICATION OF TERMS:

If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the buyer whose name appears on the face of the solicitation no later 10:00 a.m. on November 29, 2004. Any revisions to the solicitation will be made only by addendum issued by the buyer.

9.10 PAYMENT:

To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. Unreasonable Charges: Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders

are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges that are not in dispute (*Code of Virginia*, § 2.2-4363).

To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

9.11 PRECEDENCE OF TERMS:

The following General Terms and Conditions: *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

9.12 QUALIFICATIONS OF OFFERORS:

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Offeror's physical facilities prior

to award to satisfy questions regarding the Offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Commonwealth that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

9.13 TESTING AND INSPECTION:

The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to ensure goods and services conform to the specifications.

9.14 ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth. Any assignment made in violation of this section will be void.

9.15 CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse

the Contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

9.16 DEFAULT:

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the Commonwealth may have.

9.17 INSURANCE:

By signing and submitting a bid or proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The Offeror further certifies that the Contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation: Statutory requirements and benefits: Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability: \$100,000.
3. Commercial General Liability: \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability: \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

9.18 ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$30,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.state.va.us) for a minimum of 10 days.

9.19 DRUG-FREE WORKPLACE:

During the performance of this contract, the Contractor agrees to:

1. Provide a drug-free workplace for the Contractor's employees;
2. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the

- Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
3. State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and
 4. Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

9.20 NONDISCRIMINATION OF CONTRACTORS:

A bidder, Offeror, or Contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or Offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

9.21 eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:

The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or Offerors must register in eVA; failure to register will result in the bid/proposal being rejected.

1. eVA Basic Vendor Registration Service: \$25 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, and electronic bidding.
2. eVA Premium Vendor Registration Service: \$200 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. The eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments, and ability to research historical procurement data, as they become available.

10. SPECIAL TERMS AND CONDITIONS

10.1 Access To Premises

The Contractor shall allow duly authorized agents or representatives of the State or Federal Government, during normal business hours, access to Contractor's and subcontractors' premises, to inspect, audit, monitor or otherwise evaluate the performance of the Contractor's and subcontractor's contractual activities and shall forthwith produce all records requested as part of such review or audit. In the event right of access is requested under this section, the Contractor and subcontractor shall, upon request, provide and make available staff to assist in the audit or inspection effort, and provide adequate space on the premises to reasonably accommodate the State or Federal personnel conducting the audit or inspection effort. All inspections or audits shall be conducted in a manner as will not unduly interfere with the performance of Contractor or subcontractor's activities. The Contractor will be given thirty (30) calendar days to respond to any preliminary findings of an audit before the Department shall finalize its findings. All information so obtained will be accorded confidential treatment as provided under applicable law.

The Department, the Office of the Attorney General of the Commonwealth of Virginia, the federal Department of Health and Human Services, and/or their duly authorized representatives shall be allowed access to evaluate through inspection or other means, the quality, appropriateness, and timeliness of services performed under this Contract.

10.2 Access To And Retention Of Records

In addition to the requirements outlined below, the Contractor must comply, and must require compliance by its subcontractors with the security and confidentiality of records standards.

10.2.1 Access to Records

The Department, its duly authorized representatives and State and Federal auditors shall have access to any books, fee schedules, documents, papers, and records of the Contractor and any of its subcontractors.

The Department, or its duly authorized representatives, shall be allowed to inspect, copy, and audit any of the above documents, including, medical and/or financial records of the Contractor and its subcontractors.

10.2.2 Retention of Records

The Contractor shall retain all records and reports relating to this Contract for a period of six (6) years after final payment is made under this Contract or in the event that this Contract is renewed six (6) years after the renewal date. When an audit, litigation, or other action involving records is initiated prior to the end of said period, however, records shall be maintained for a period of six (6) years following resolution of such action or longer if such action is still ongoing. Copies on microfilm or other appropriate media of the documents contemplated herein may be substituted for the originals provided that the microfilming or other duplicating procedures are reliable and are supported by an effective retrieval system which meets legal requirements to support litigation, and to be admissible into evidence in any court of law.

10.3 Advertising

In the event a contract is awarded for services resulting from this proposal, no indication of such sales or services to DMAS will be used in product literature or advertising. The Contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.

10.4 Audit

The Contractor shall retain all books, records, and other documents relative to this contract for six (6) years after final payment, or longer if audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

10.5 Availability of Funds

It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

10.6 Cancellation of Contract

The Department reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding services issued prior to the effective date of cancellation.

10.6.1 Termination

This Contract may be terminated in whole or in part:

- a. By the Department, for convenience, with not less than thirty (30) days prior written notice, which notice shall specify the effective date of the termination,
- b. By the Department, in whole or in part, if funding from Federal, State, or other sources is withdrawn, reduced, or limited;
- c. By the Department if the Department determines that the instability of the Contractor's financial condition threatens delivery of services and continued performance of the Contractor's responsibilities; or
- d. By the Department if the Department determines that the Contractor has failed to satisfactorily perform its contracted duties and responsibilities.

Each of these conditions for contract termination is described in the following paragraphs.

10.6.2 Termination for Convenience

The Contractor may terminate this Contract with or without cause, upon three (3) full calendar months written notice to the Department. In addition, the Contractor may terminate the Contract by opting out of the renewal clause.

10.6.3 Termination for Unavailable Funds

The Contractor understands and agrees that the Department shall be bound only to the extent of the funds available or which may become available for the purpose of this resulting Contract. When the Department makes a written determination that funds are not adequately appropriated or otherwise unavailable to support continuance of performance of this Contract, the Department shall, in whole or in part, cancel or terminate this Contract.

The Department's payment of funds for purposes of this Contract is subject to and conditioned upon the availability of funds for such purposes, whether Federal and/or State funds. The Department may terminate this Contract upon written notice to the Contractor at any time prior to the completion of this Contract, if, in the sole opinion of the Department, funding becomes unavailable for these services or such funds are restricted or reduced. In the event that funds are restricted or reduced, it is agreed by both parties that, at the sole discretion of the Department, this Contract may be amended. If the

Contractor shall be unable or unwilling to provide covered services at reduced rates, the Contract shall be terminated.

No damages, losses, or expenses may be sought by the Contractor against the Department, if, in the sole determination of the Department, funds become unavailable before or after this Contract between the parties is executed. A determination by the Department that funds are not appropriated or are otherwise inadequate or unavailable to support the continuance of this Contract shall be final and conclusive.

10.6.4 Termination Because of Financial Instability

In the event the Contractor becomes financially unstable to the point of threatening the ability of the Department to obtain the services provided for under the Contract, ceases to conduct business in the normal course, makes a general assignment for the benefit of creditors, or suffers or permits the appointment of a receiver for its business or assets, the Department may, at its option, immediately terminate this Contract effective at the close of business on a date specified by the Department. In the event the Department elects to terminate the Contract under this provision, the Contractor shall be notified in writing, by either certified or registered mail, specifying the date of termination. The Contractor shall submit a written waiver of the licensee's rights under the Federal bankruptcy laws.

In the event of the filing of a petition in bankruptcy by a principal network provider or subcontractor, the Contractor shall immediately so advise the Department. The Contractor shall ensure that all tasks that have been delegated to its subcontractor(s) are performed in accordance with the terms of this Contract.

10.6.5 Termination for Default

The Department may terminate the Contract, in whole or in part, if the Department determines that the Contractor has failed to satisfactorily perform its duties and responsibilities under this Contract and is unable to cure such failure within a reasonable period of time as specified in writing by the Department, taking into consideration the gravity and nature of the default. Such termination shall be referred to herein as "Termination for Default."

Upon determination by the Department that the Contractor has failed to satisfactorily perform its duties and responsibilities under this Contract, the Contractor shall be notified in writing, by either certified or registered mail, of the failure and of the time period which has been established to cure such failure. If the Contractor is unable to cure the failure within the specified time period, the Department will notify the Contractor in writing within thirty (30) calendar days of the last day of the specified time period that the Contract, has been terminated in full or in part, for default. This written notice will identify all of the Contractor's responsibilities in the case of the termination, including responsibilities related to enrollee notification, network provider notification, refunds of advance payments, return or destruction of Department data and liability for medical claims.

In the event that DMAS determines that the Contractor's failure to perform its duties and responsibilities under this contract results in a substantial risk to the health and safety of Medicaid or FAMIS recipients, DMAS may terminate this contract immediately without notice.

If, after notice of termination for default, it is determined by the Department or by a court of law that the Contractor was not in default or that the Contractor's failure to perform or make progress in performance was due to causes beyond the control of and without error or negligence on the part of the Contractor or any of its subcontractors, the notice of termination shall be deemed to have been issued as a termination for the convenience of the Department, and the rights and obligations of the parties shall be governed accordingly.

In the event of termination for default, in full or in part, as provided for under this clause, the Department may procure from other sources, upon such terms and in such manner as is deemed appropriate by the Department, supplies or services similar to those terminated, and the Contractor shall be liable for any costs for such similar supplies and services and all other damages allowed by law. In addition, the Contractor shall be liable to the Department for administrative costs incurred to procure such similar supplies or services as are needed to continue operations. In the event of a termination for default prior to the start of operations, any claim the Contractor may assert shall be governed by the procedures defined by the Department for handling contract termination. Nothing herein shall be construed as limiting any other remedies that may be available to the Department.

In the event of a termination for default during ongoing operations, the Contractor shall be paid for any outstanding payments due less any assessed damages.

10.7 Remedies For Violation, Breach, Or Non-Performance Of Contract

Upon receipt by the Department of evidence of substantial non-compliance by the Contractor with any of the provisions of this Contract or with State or federal laws or regulations the following remedies may be imposed.

10.7.1 Procedure For Contractor Noncompliance Notification

In the event that the Department identifies or learns of noncompliance with the terms of this contract, the Department will notify the Contractor in writing of the nature of the noncompliance. The Contractor must remedy the noncompliance within a time period established by the Department and the Department will designate a period of time, not less than ten (10) calendar days, in which the Contractor must provide a written response to the notification. The Department may develop or may require the Contractor to develop procedures with which the Contractor must comply to eliminate or prevent the imposition of specific remedies.

10.7.2 Remedies Available To The Department

The Department reserves the right to employ, at the Department's sole discretion, remedies and sanctions to include payment withholds liquidated damages, and/or termination of the contract.

10.8 Performance and Payment Bonds

The Contractor shall deliver to DMAS executed performance and payment bonds, each in the sum four months of the estimated annual contract amount, with DMAS as obligee. The surety shall be a surety company or companies approved by the State Corporation Commission to transact business in the Commonwealth of Virginia. No payment shall be due and payable to the Contractor, even if the contract has been performed in whole or in part, until the bonds have been delivered to and approved by DMAS. The payment bond shall be used to cover delinquent payments to the transportation providers and other vendors under contract with the Contractor up to the maximum of the full value of the bond in the event that the Contractor is unable to properly, promptly and efficiently perform the contract and/or the contract is terminated by default or bankruptcy.

10.9 Payment

The Contractor shall be prepared to provide the full range of services requested under this RFP and resultant contract, on site and operationally ready to begin work by the implementation date established by DMAS. DMAS will provide adequate prior notice of the implementation date. Upon approval of the Contractor's operational readiness and a determined start date, DMAS shall make monthly payments based upon an accepted per member per month rate (PMPM)

Each invoice submitted by the Contractor shall be subject to DMAS approval based on satisfactory performance of contracted services and compliance with all contract terms. The invoice shall contain the Federal tax identification number, the contract number and any other information subsequently required by DMAS.

10.10 Identification of Proposal Envelope

The signed proposal should be returned in a separate envelope or package sealed and identified as follows:

From: _____
Name of Offeror Due Date /Time

Street or Box Number City, State, Zip Code

RFP Number

Name of Contract/Purchase Officer:

The envelope should be addressed as directed on Page 1 of the solicitation.

If a proposal not contained in the special envelope is mailed, the Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

10.11 Indemnification

Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.

10.12 Minority/Women Owned Businesses Subcontracting and Reporting

Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the Contractor is encouraged to offer such business to certified minority and/or women-owned businesses. Names of firms may be available the Department of Minority Business Enterprise at www.dmbv.virginia.gov. When such business has been subcontracted to these firms and quarterly during the contract period, the Contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided on a quarterly basis.

10.13 Prime Contractor Responsibilities

The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

10.14 Renewal of Contract

This contract may be renewed by the Commonwealth upon written agreement of both parties for three successive one-year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.

10.15 Confidentiality of Information

By submitting a proposal, the Contractor agrees that information or data obtained by the Contractor from DMAS during the course of determining and/or preparing a response to this RFP may not be used for any other purpose than determining and/or preparing the Contractor's response. Such information or data may not be disseminated or discussed for any reasons not directly related to the determination or preparation of the Contractor's response to this RFP.

10.16 HIPAA Compliance: The Contractor shall comply with all State and Federal Regulations with regards to handling, processing, or using Health Care Data. This includes but is not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) regulations as it pertains to this agreement, and the Contractor shall keep abreast of the regulations. Since this is a federal law and the regulations apply to all health care information, the Contractor shall comply with the HIPAA regulations at no additional cost to DMAS. The Contractor will also be required to enter into a DMAS-supplied HIPAA Business Associate Agreement with DMAS to comply with the regulations protecting Health Care Data. A template of this Agreement is available on the DMAS Internet Site at <http://www.dmas.virginia.gov/hpa-home.htm>.

10.17 Obligation of Contractor

By submitting a proposal, the Contractor covenants and agrees that it has satisfied itself of the conditions to be met, and fully understands its obligations, and that it will have no right to cancel this proposal or to relief of any other nature because of its misunderstanding or lack of information.

10.18 Independent Contractor

Any Contractor awarded a contract under this RFP will be considered an independent Contractor, and neither the Contractor, nor personnel employed by the Contractor, is to be considered an employee or agent of DMAS.

10.19 Ownership of Intellectual Property

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the Commonwealth. On request, the Contractor shall promptly provide an acknowledgement or assignment in a tangible form satisfactory to the Commonwealth to evidence the Commonwealth's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

10.20 Subsidiary-Parent Relationship

In the event the Offeror is a subsidiary or division of a parent organization, the Offeror must include in the proposal, a signed statement by the chief executive officer of the parent organization pledging the full resources of the parent organization to meet the responsibilities of the subsidiary organization under contract to DMAS. Any change in ownership will not relieve the original parent of its obligation of pledging its full resources to meet the obligations of the contract with DMAS without the expressed written consent of the DMAS Director.

Transportation Regions and Narrative Description

Region 1- Bland, Bristol, Buchanan, Carroll, Dickenson, Galax, Grayson, Lee, Norton, Russell, Scott, Smyth, Tazewell, Washington, Wise, Wythe,

Region 2- Alleghany, Amherst, Appomattox, Bedford City, Bedford County, Botetourt, Campbell, Charlotte, Clifton Forge, Covington, Craig, Danville, Floyd, Franklin County, Giles, Halifax, Henry, Lynchburg, Martinsville, Montgomery, Patrick, Pittsylvania, Pulaski, Radford, Roanoke City, Roanoke County, Salem, South Boston

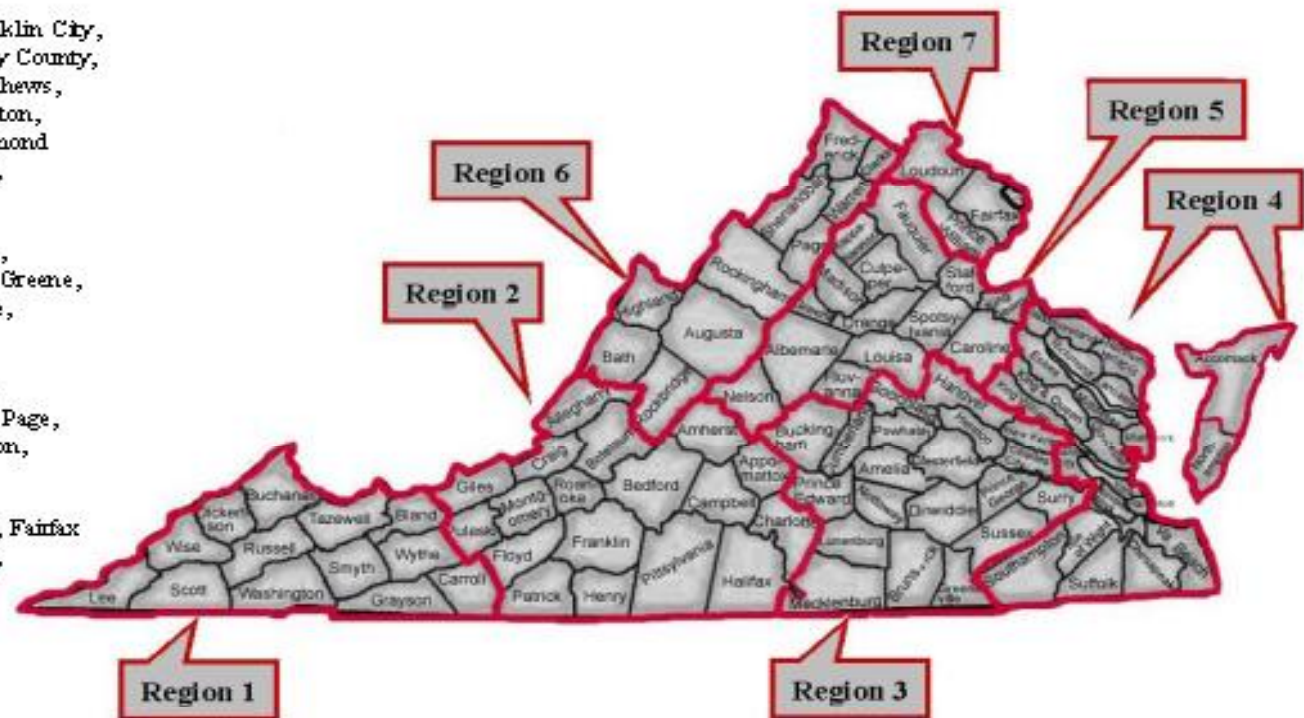
Region 3- Amelia, Brunswick, Buckingham, Charles City, Chesterfield, Colonial Heights, Cumberland, Dinwiddie, Emporia, Goochland, Greenville, Hanover, Henrico, Hopewell, Lunenburg, Mecklenburg, New Kent, Nottoway, Petersburg, Powhatan, Prince Edward, Prince George, Richmond, Surry, Sussex

Region 4- Accomack, Chesapeake, Essex, Franklin City, Gloucester, Hampton, Isle of Wight, James City County, King and Queen, King William, Lancaster, Mathews, Middlesex, Newport News, Norfolk, Northampton, Northumberland, Poquoson, Portsmouth, Richmond County, Southampton, Suffolk, Virginia Beach, Westmoreland, Williamsburg, York

Region 5- Albemarle, Caroline, Charlottesville, Culpeper, Fauquier, Fluvanna, Fredericksburg, Greene, King George, Louisa, Madison, Nelson, Orange, Rappahannock, Spotsylvania, Stafford

Region 6- Augusta, Bath, Buena Vista, Clarke, Frederick, Harrisonburg, Highland, Lexington, Page, Rockbridge, Rockingham, Shenandoah, Stanton, Warren, Waynesboro, Winchester

Region 7- Alexandria, Arlington, Falls Church, Fairfax City, Fairfax County, Loudoun, Manassas City, Manassas Park, Prince William



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Region 1



Region 1: Bland, Bristol, Buchanan, Carroll, Dickenson, Galax, Grayson, Lee, Norton, Russell, Scott, Smyth, Tazewell, Washington, Wise, Wythe

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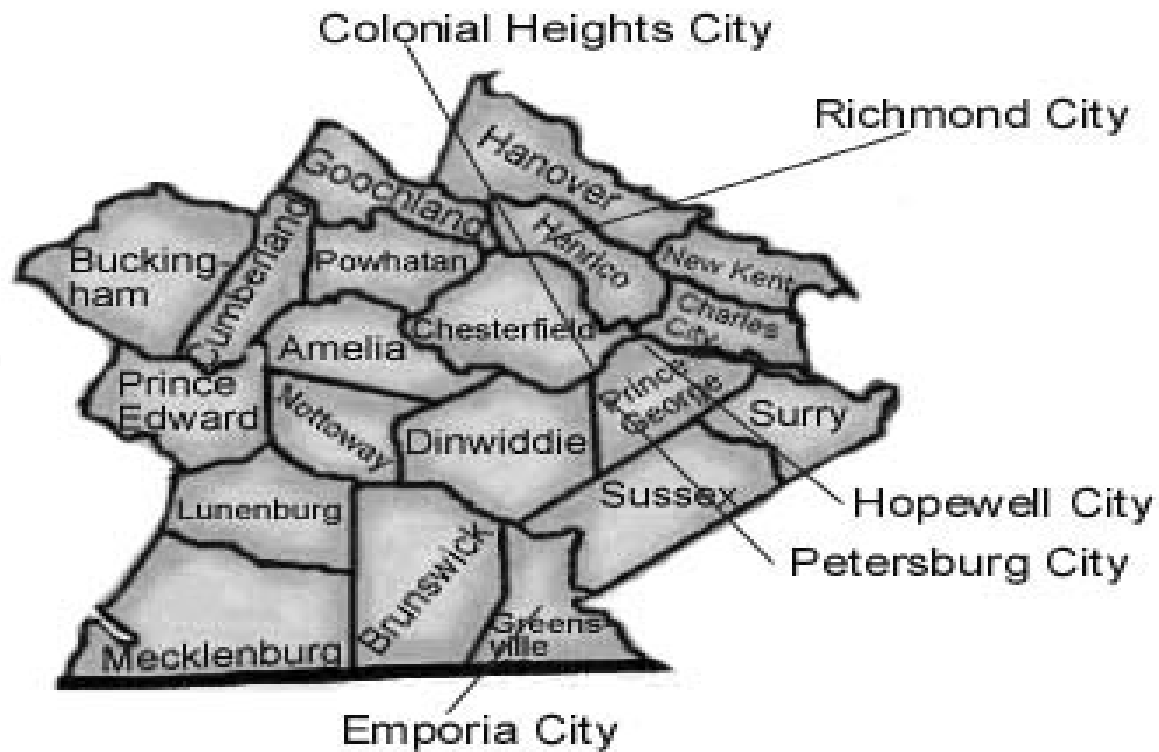
Region 2



Region 2: Alleghany, Amherst, Appomattox, Bedford, Bedford City, Botetourt, Campbell, Charlotte, Clifton Forge, Covington, Craig, Danville, Floyd, Franklin, Giles, Halifax, Henry, Lynchburg, Martinsville, Montgomery, Patrick, Pittsylvania, Pulaski, Radford, Roanoke City, Roanoke, Salem, South Boston

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Region 3



Region 3: Amelia, Brunswick, Buckingham, Charles City, Chesterfield, Colonial Heights, Cumberland, Dinwiddie, Emporia, Goochland, Greensville, Hanover, Henrico, Hopewell, Lunenburg, Mecklenburg, New Kent, Nottoway, Petersburg, Powhatan, Prince Edward, Price George, Richmond, Surry, Sussex

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Region 4



Region 4: Accomack, Chesapeake, Essex, Franklin City, Gloucester, Hampton, Isle of Wight, James City, King and Queen, King William, Lancaster, Mathews, Middlesex, Newport News, Norfolk, North Hampton, Northumberland, Poquoson, Portsmouth, Southampton, Suffolk, Virginia Beach, Westmoreland, Williamsburg, York

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Region 5



Region 5: Albemarle, Caroline, Charlottesville, Culpepper, Fauquier, Fluvanna, Fredericksburg, Greene, King George, Louisa, Madison, Nelson, Orange, Rappahannock, Spotsylvania, Stafford

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Region 6



Region 6: Augusta, Bath, Buena Vista, Clarke, Frederick, Harrisonburg, Highland, Lexington, Page, Rockbridge, Rockingham, Shenandoah, Staunton, Warren, Waynesboro, Winchester

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Region 7



Region 7: Alexandria, Arlington, Falls Church, Fairfax, Loudon, Manassas City, Manassas Park, Prince William

ATTACHMENT A

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VIRGINIA MEDICAID

Non-Emergency Transportation

Regions 1-7

Based on historical claims data, Attachment B, pages 1-9, shows the amounts paid by the broker for trips in this time period.

REGION	April 2003-March 2004								
	Non-Emergency Ambulance			Taxi			Wheelchair Van		
	Trips	Miles	Payment	Trips	Miles	Payment	Trips	Miles	Payment
1	7,665	171,203	\$1,321,073	217,591	3,368,666	\$2,349,682	19,700	283,697	\$416,028
2	5,362	61,622	\$714,909	328,583	3,732,869	\$3,292,383	69,425	681,132	\$1,664,458
3	6,450	91,191	\$1,006,483	454,419	5,026,978	\$5,435,378	114,776	1,127,221	\$2,760,943
4	8,319	111,114	\$1,187,514	490,756	5,485,189	\$5,606,969	125,758	1,216,933	\$3,315,751
5	3,273	45,946	\$464,758	137,413	1,496,783	\$1,220,623	34,165	349,229	\$784,585
6	1,763	25,148	\$280,957	74,063	860,696	\$683,423	19,209	214,686	\$523,171
7	2,460	20,554	\$268,691	285,782	2,493,187	\$2,783,161	61,308	524,262	\$1,397,105
TOTAL-Virginia	35,292	526,778	\$5,244,384	1,988,607	22,464,368	\$21,371,619	444,341	4,397,160	\$10,862,042

REGION	Total			
	Trips	Miles	Payment	Member Months
1	244,956	3,823,566	\$4,086,784	754,858
2	403,370	4,475,623	\$5,671,750	810,266
3	575,645	6,245,390	\$9,202,803	479,561
4	624,833	6,813,236	\$10,110,234	663,325
5	174,851	1,891,958	\$2,469,966	220,876
6	95,035	1,100,530	\$1,487,551	279,571
7	349,550	3,038,003	\$4,448,957	544,681
TOTAL-Virginia	2,468,240	27,388,306	\$37,478,044	3,753,138

Region 1 Non-Emergency Transportation

Based on historical claims data

	April 2003-March 2004							
	Non-Emergency Ambulance		Taxi		Wheelchair Van		Grand Total	
	Trip Legs	Payment	Trip Legs	Payment	Trip Legs	Payment	Trip Legs	Payment
County/City/Facility								
Bland County	42	\$6,690	1,052	\$16,789	96	\$2,288	1,190	\$25,767
Bristol City	224	\$31,929	10,819	\$80,957	645	\$11,703	11,688	\$124,589
Buchanan County	353	\$71,235	9,957	\$125,791	563	\$17,578	10,873	\$214,603
Carroll County	306	\$42,751	14,735	\$171,322	1,664	\$26,342	16,705	\$240,415
Dickenson County	493	\$108,483	13,950	\$215,255	1,787	\$76,792	16,230	\$400,531
Galax City	320	\$32,359	9,730	\$88,160	269	\$5,001	10,319	\$125,519
Grayson County	133	\$19,440	10,321	\$128,997	514	\$10,648	10,968	\$159,084
Lee County	811	\$140,765	11,708	\$190,534	951	\$21,784	13,470	\$353,083
Norton City	103	\$25,028	1,260	\$14,116	367	\$3,386	1,730	\$42,530
Russell County	742	\$140,446	17,577	\$230,226	550	\$8,942	18,869	\$379,614
Scott County	472	\$83,153	10,131	\$116,729	870	\$21,812	11,473	\$221,695
Smyth County	535	\$109,079	22,319	\$208,349	1,548	\$26,661	24,402	\$344,088
SW TRN CTR		\$0	20	\$141		\$0	20	\$141
SW VA MH	11	\$1,778	9	\$55	4	\$9	24	\$1,841
Tazewell County	712	\$101,845	15,882	\$132,024	1,622	\$30,360	18,216	\$264,229
Washington County	443	\$67,072	21,195	\$161,734	1,825	\$27,739	23,463	\$256,545
Wise County	1,581	\$268,829	31,688	\$371,807	3,146	\$65,345	36,415	\$705,981
Wythe County	384	\$70,190	15,238	\$96,699	3,279	\$59,638	18,901	\$226,528
TOTAL-Region 1	7,665	\$1,321,073	217,591	\$2,349,682	19,700	\$416,028	244,956	\$4,086,784

Region 2 Non-Emergency Transportation

Based on historical claims data	April 2003-March 2004							
County/City/Facility	Non-Emergency Ambulance		Taxi		Wheelchair Van		Grand Total	
	Trip Legs	Payment	Trip Legs	Payment	Trip Legs	Payment	Trip Legs	Payment
Alleghany County	236	\$37,267	9,107	\$89,152	84	\$1,816	9,427	\$128,235
Amherst County	67	\$13,328	14,759	\$163,938	3,236	\$62,027	18,062	\$239,293
Appomattox County	58	\$11,179	6,459	\$115,846	806	\$31,526	7,323	\$158,551
Bedford City	18	\$3,235	2,674	\$19,587	1,469	\$32,572	4,161	\$55,394
Bedford County	50	\$5,296	15,012	\$164,989	7,530	\$178,482	22,592	\$348,768
Botetourt County	244	\$38,118	1,136	\$12,829	541	\$20,582	1,921	\$71,529
Campbell County	82	\$15,051	20,818	\$302,677	5,376	\$179,973	26,276	\$497,701
CATAWBA SAN	1	\$82	15	\$102	7	\$103	23	\$287
CENTRAL VA TRN CTR	12	\$4,306		\$0		\$0	12	\$4,306
Charlotte County	120	\$17,882	9,079	\$174,016	1,259	\$46,953	10,458	\$238,852
Clifton Forge City								
Covington City	397	\$54,181	4,115	\$33,350	244	\$5,924	4,756	\$93,454
Craig County	6	\$789	545	\$10,004	556	\$17,565	1,107	\$28,358
Danville City	602	\$62,189	45,089	\$327,472	7,567	\$126,929	53,258	\$516,591
Floyd County	39	\$7,255	1,753	\$22,362	225	\$3,832	2,017	\$33,449
Franklin County	100	\$14,179	7,995	\$49,453	1,204	\$26,679	9,299	\$90,311
Giles County	183	\$30,421	4,092	\$58,352	443	\$13,201	4,718	\$101,973
Halifax County	1,048	\$112,095	30,256	\$275,736	5,293	\$137,850	36,597	\$525,681
Henry County	362	\$47,466	16,191	\$123,805	2,598	\$49,504	19,151	\$220,776
Lynchburg City	128	\$23,345	45,146	\$377,496	6,706	\$133,709	51,980	\$534,549
Martinsville City	254	\$24,172	7,277	\$40,371	969	\$19,763	8,500	\$84,306
Montgomery County	119	\$18,918	7,167	\$73,903	2,878	\$84,504	10,164	\$177,326
Patrick County	98	\$15,638	10,735	\$86,713	1,417	\$51,230	12,250	\$153,580
Pittsylvania County	303	\$43,194	23,667	\$324,218	4,257	\$121,597	28,227	\$489,008
Pulaski County	219	\$33,838	5,530	\$68,088	1,386	\$36,745	7,135	\$138,672
Radford City	31	\$4,533	2,627	\$20,301	279	\$7,361	2,937	\$32,195
Roanoke City	367	\$48,885	26,575	\$264,797	8,381	\$158,660	35,323	\$472,342
Roanoke County	204	\$26,282	9,060	\$77,838	4,131	\$101,708	13,395	\$205,829
Salem City	14	\$1,783	1,704	\$14,989	583	\$13,663	2,301	\$30,435
TOTAL-Region 2	5,362	\$714,909	328,583	\$3,292,383	69,425	\$1,664,458	403,370	\$5,671,750

Region 3 Non-Emergency Transportation

Based on historical claims data			April 2003-March 2004					
County/City/Facility	Non-Emergency Ambulance		Taxi		Wheelchair Van		Grand Total	
	Trip Legs	Payment	Trip Legs	Payment	Trip Legs	Payment	Trip Legs	Payment
Amelia County	309	\$55,523	7,685	\$107,113	698	\$24,132	8,692	\$186,768
Brunswick County	298	\$57,979	22,576	\$303,702	1,834	\$66,127	24,708	\$427,808
Buckingham County	379	\$70,750	4,300	\$70,329	1,656	\$68,088	6,335	\$209,167
CENTRAL ST HOSP	80	\$10,718		\$0	2	\$44	82	\$10,762
Charles City County	235	\$43,341	919	\$24,576	781	\$33,122	1,935	\$101,038
Chesterfield County	359	\$50,853	92,333	\$1,029,759	16,130	\$386,770	108,822	\$1,467,383
Colonial Heights City	78	\$10,310	1,254	\$8,702	344	\$5,780	1,676	\$24,792
Cumberland County	240	\$40,835	6,014	\$88,847	1,406	\$32,432	7,660	\$162,113
Dinwiddie County	196	\$29,824	10,508	\$125,024	1,746	\$48,221	12,450	\$203,069
Emporia City	72	\$8,755	1,679	\$23,370	110	\$3,760	1,861	\$35,886
Goochland County	19	\$2,938	3,796	\$59,366	2,016	\$72,997	5,831	\$135,302
Greensville County	220	\$25,135	3,496	\$41,668	634	\$18,696	4,350	\$85,499
Hanover County	301	\$49,724	21,771	\$269,526	3,985	\$111,632	26,057	\$430,882
Henrico County	295	\$44,864	53,315	\$583,225	15,840	\$360,445	69,450	\$988,533
Hopewell City	140	\$19,573	6,239	\$54,756	3,073	\$59,521	9,452	\$133,851
Lunenburg County	106	\$20,786	6,635	\$132,602	1,174	\$49,762	7,915	\$203,150
Mecklenburg County	337	\$50,776	28,660	\$378,812	4,586	\$126,879	33,583	\$556,467
New Kent County	3	\$247	1,057	\$14,468	868	\$29,756	1,928	\$44,470
Nottoway County	66	\$11,847	6,119	\$111,318	1,573	\$59,587	7,758	\$182,752
Petersburg City	452	\$51,991	25,498	\$228,849	8,383	\$166,410	34,333	\$447,250
PIEDMONT ST HOSP	34	\$6,968	19	\$242	18	\$831	71	\$8,041
Powhatan County	40	\$5,435	5,211	\$68,341	1,104	\$40,424	6,355	\$114,201
Prince Edward County	137	\$23,643	10,996	\$150,071	814	\$20,942	11,947	\$194,655
Prince George County	70	\$8,836	2,590	\$30,686	1,144	\$20,426	3,804	\$59,948
Richmond City	1,206	\$177,432	121,991	\$1,371,101	42,982	\$888,027	166,179	\$2,436,559
SOUTHSIDE VA TRN CTR	595	\$93,886	138	\$538	4	\$117	737	\$94,542
Surry County	41	\$8,513	2,189	\$43,345	763	\$18,636	2,993	\$70,495
Sussex County	142	\$24,999	7,431	\$115,043	1,108	\$47,378	8,681	\$187,420
TOTAL-Region 3	6,450	\$1,006,483	454,419	\$5,435,378	114,776	\$2,760,943	575,645	\$9,202,803

Region 4 Non-Emergency Transportation

Based on historical claims data	April 2003-March 2004							
County/City/Facility	Non-Emergency Ambulance		Taxi		Wheelchair Van		Grand Total	
	Trip Legs	Payment	Trip Legs	Payment	Trip Legs	Payment	Trip Legs	Payment
Accomack County	1,015	\$220,309	22,545	\$286,394	3,489	\$121,910	27,049	\$628,613
Chesapeake City	322	\$46,552	25,202	\$310,648	8,631	\$232,722	34,155	\$589,922
EASTERN ST HOSP	3	\$325	7	\$55		\$0	10	\$380
Essex County	86	\$11,906	4,874	\$122,329	1,326	\$41,287	6,286	\$175,522
Franklin City	58	\$10,503	3,974	\$53,720	889	\$21,474	4,921	\$85,697
Gloucester County	119	\$18,016	8,359	\$125,732	1,955	\$67,975	10,433	\$211,723
Hampton City	357	\$46,146	43,804	\$410,499	8,785	\$235,951	52,946	\$692,596
Isle of Wight County	152	\$22,973	8,728	\$131,575	2,761	\$74,253	11,641	\$228,801
James City County	15	\$1,629	9,447	\$88,347	2,400	\$63,887	11,862	\$153,862
King and Queen County	45	\$8,812	1,807	\$45,831	1,676	\$83,829	3,528	\$138,472
King William County	39	\$6,587	5,166	\$126,259	1,113	\$37,091	6,318	\$169,937
Lancaster County	37	\$6,403	3,577	\$71,336	489	\$24,906	4,103	\$102,645
Mathews County	29	\$3,486	3,206	\$66,052	1,039	\$44,366	4,274	\$113,903
Middlesex County	33	\$4,824	3,639	\$52,662	943	\$42,546	4,615	\$100,032
Newport News City	487	\$60,420	58,691	\$681,369	15,182	\$448,902	74,360	\$1,190,691
Norfolk City	1,672	\$204,170	69,349	\$718,221	18,047	\$423,335	89,068	\$1,345,726
Northampton County	936	\$144,544	14,911	\$162,431	1,322	\$30,589	17,169	\$337,564
Northumberland County	20	\$3,190	4,471	\$93,645	1,647	\$64,854	6,138	\$161,689
Poquoson City	10	\$1,691	449	\$7,646	422	\$15,710	881	\$25,048
Portsmouth City	733	\$96,355	62,012	\$586,008	15,297	\$336,710	78,042	\$1,019,074
Richmond County	46	\$7,396	3,236	\$47,006	663	\$21,900	3,945	\$76,302
SE TRN CT	5	\$1,153	4	\$24	298	\$9,110	307	\$10,287
Southampton County	336	\$56,953	6,943	\$113,603	1,757	\$63,358	9,036	\$233,914
Suffolk City	882	\$87,176	23,584	\$227,545	7,540	\$198,198	32,006	\$512,919
Virginia Beach City	659	\$85,046	82,844	\$766,760	24,804	\$519,365	108,307	\$1,371,171
Westmoreland County	184	\$26,345	7,011	\$161,596	531	\$26,527	7,726	\$214,468
Williamsburg City	17	\$2,518	2,164	\$19,158	418	\$16,140	2,599	\$37,817
York County	22	\$2,085	10,752	\$130,518	2,334	\$48,858	13,108	\$181,461
TOTAL-Region 4	8,319	\$1,187,514	490,756	\$5,606,969	125,758	\$3,315,751	624,833	\$10,110,234

Region 5 Non-Emergency Transportation

Attachment B
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Based on historical claims data

	April 2003-March 2004							
	Non-Emergency Ambulance		Taxi		Wheelchair Van		Grand Total	
	Trip Legs	Payment	Trip Legs	Payment	Trip Legs	Payment	Trip Legs	Payment
County/City/Facility								
Albemarle County	358	\$41,056	11,440	\$113,355	5,850	\$131,042	17,648	\$285,453
Caroline County	99	\$18,109	7,579	\$108,476	318	\$9,807	7,996	\$136,392
Charlottesville City	391	\$35,892	33,522	\$141,900	6,882	\$89,875	40,795	\$267,667
Culpeper County	113	\$15,066	9,454	\$113,203	1,293	\$28,605	10,860	\$156,873
Fauquier County	132	\$12,560	7,751	\$87,277	2,032	\$42,415	9,915	\$142,252
Fluvanna County	269	\$48,265	4,657	\$72,420	1,114	\$43,784	6,040	\$164,469
Fredericksburg City	393	\$60,553	11,664	\$60,572	992	\$24,469	13,049	\$145,593
Greene County	124	\$18,027	1,758	\$22,931	1,846	\$64,971	3,728	\$105,928
King George County	45	\$7,442	5,953	\$57,137	1,438	\$34,531	7,436	\$99,109
Louisa County	114	\$22,251	9,844	\$108,641	3,622	\$99,310	13,580	\$230,202
Madison County	46	\$6,205	1,068	\$10,426	868	\$33,879	1,982	\$50,511
Nelson County	203	\$36,667	3,598	\$58,185	539	\$9,984	4,340	\$104,836
Orange County	459	\$61,918	6,437	\$56,970	1,383	\$34,314	8,279	\$153,201
Rappahannock County	92	\$14,306	424	\$4,376	179	\$2,869	695	\$21,552
Spotsylvania County	247	\$35,348	11,488	\$116,537	3,707	\$105,644	15,442	\$257,529
Stafford County	188	\$31,094	10,776	\$88,218	2,102	\$29,086	13,066	\$148,399
TOTAL-Region 5	3,273	\$464,758	137,413	\$1,220,623	34,165	\$784,585	174,851	\$2,469,966

Region 6 Non-Emergency Transportation

Attachment B
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Based on historical claims data,

	April 2003-March 2004							
	Non-Emergency Ambulance		Taxi		Wheelchair Van		Grand Total	
	Trip Legs	Payment	Trip Legs	Payment	Trip Legs	Payment	Trip Legs	Payment
County/City/Facility								
Augusta County	243	\$46,060	8,147	\$80,712	2,391	\$65,213	10,781	\$191,985
Bath County	69	\$10,864	2,792	\$13,015	57	\$1,724	2,918	\$25,603
Buena Vista City	58	\$7,406	2,918	\$21,549	487	\$17,387	3,463	\$46,342
Clarke County	28	\$6,338	1,231	\$11,932	153	\$4,776	1,412	\$23,045
Frederick County	235	\$36,344	8,741	\$64,985	1,165	\$23,391	10,141	\$124,720
Harrisonburg City	84	\$9,580	2,460	\$24,301	1,282	\$31,596	3,826	\$65,477
Highland County	13	\$2,207	940	\$7,087	266	\$9,927	1,219	\$19,221
Lexington City	60	\$7,919	2,421	\$16,708	1,123	\$30,143	3,604	\$54,769
Page County	37	\$7,277	3,033	\$48,679	1,510	\$34,957	4,580	\$90,912
Rockbridge County	118	\$20,827	10,646	\$83,178	1,329	\$43,535	12,093	\$147,541
Rockingham County	169	\$23,592	6,816	\$80,459	2,117	\$51,420	9,102	\$155,470
Shenandoah County	104	\$14,920	6,443	\$83,028	2,375	\$88,695	8,922	\$186,643
Staunton City	231	\$36,753	6,471	\$52,289	2,205	\$55,946	8,907	\$144,988
Warren County	57	\$10,199	3,280	\$49,413	206	\$6,138	3,543	\$65,750
Waynesboro City	126	\$21,671	4,793	\$28,937	2,037	\$49,138	6,956	\$99,746
WESTERN ST HOSP								
Winchester City	131	\$19,001	2,931	\$17,152	506	\$9,186	3,568	\$45,339
TOTAL-Region 6	1,763	\$280,957	74,063	\$683,423	19,209	\$523,171	95,035	\$1,487,551

Region 7 Non-Emergency Transportation

Based on historical claims data

	April 2003-March 2004							
	Non-Emergency Ambulance		Taxi		Wheelchair Van		Grand Total	
	Trip Legs	Payment	Trip Legs	Payment	Trip Legs	Payment	Trip Legs	Payment
County/City/Facility								
Alexandria City	455	\$43,316	30,836	\$351,444	5,285	\$115,268	36,576	\$510,027
Arlington County	139	\$15,303	22,686	\$271,536	3,975	\$82,879	26,800	\$369,718
Fairfax City	10	\$812	2,433	\$16,789	20	\$650	2,463	\$18,251
Fairfax County	886	\$104,622	173,323	\$1,385,266	22,153	\$430,111	196,362	\$1,920,000
Falls Church City	1	\$80	0	\$0	422	\$11,089	423	\$11,169
Loudoun County	97	\$10,730	3,584	\$70,451	829	\$29,547	4,510	\$110,728
Manassas City	250	\$20,835	6,910	\$74,028	682	\$15,523	7,842	\$110,386
Manassas Park City	18	\$1,486	577	\$5,321	219	\$4,934	814	\$11,740
N VA TRAINING SCH	17	\$2,586	5,521	\$69,122	13,819	\$379,346	19,357	\$451,054
Prince William County	587	\$68,921	39,912	\$539,204	13,904	\$327,757	54,403	\$935,882
TOTAL-Region 7	2,460	\$268,691	285,782	\$2,783,161	61,308	\$1,397,105	349,550	\$4,448,957

Schedule of Reports

A. Weekly ACD Report

- Total number of ACD calls - Call Center
- Total number of calls - regional office
- Total calls received
- Total calls answered
- Total calls abandoned
- Average Abandon time
- % calls abandoned

B. Monthly ACD Report

- Total number of ACD calls - Call Center
- Total number of calls - regional office
- Total calls received
- Total calls answered
- Total calls abandoned
- Average Abandon time
- Average talk time
- Average speed to answer (Wait time)
- % calls abandoned
- % calls answered
- Service Level
- Percent of calls answered within 5 rings

C. Monthly Transportation Report

- Total number of trips authorized by level of service
- Total number of trips completed
- Total number of trips canceled
- Total number of late trips
- Total number of trips missed
- Total number of MR and DD Waiver trips
- Total number of unduplicated MR and DD Waiver trips
- Trips by level of service
- Provider and recipient no-shows by region
- Number of denied trips
- Denial reasons by type
- Trips referred to 911
- Average number of weekday trips
- Average number of weekend trips
- Average trip duration
- Average # of miles per trip

- Number of accidents and incidents reported
- Providers added to network
- Providers removed from the network
- Number of requests for transportation
- 48 hour notice or more
- Less than 48 hour notice
- Number of d/c requests

C. Monthly Vendor Payment Report

- Vendors paid within 30 days of invoice
- Vendors paid within 45 days of invoice
- Vendors paid within 60 days of invoice
- List of Providers' year to date payments by month

D. Monthly Complaint Report & Log

- Number of complaints by source and type
- Total number of Individual complaints

E. Quarterly Report

- "Month at a glance" report
- List of providers and number of vehicles by type
- Number of vehicles inspected
- Number of providers inspected
- Number of providers sanctioned by cause
- Expense Verification Report

F. Semi-annual Recipient Satisfaction Survey

G. Annual Report

- System description
- Contracted services
- Major problems and how addressed
- Future Plans
- Suggestions to DMAS
- Statistical summary of services provided

ATTACHMENT D

RFP 2005-01

Reference Form:

Contract Name:	
Customer name and address:	
Customer contact and title:	
Contact Phone number:	
Scope of Services of Contract:	
Contract Type (fixed price, fee for service, capitation, etc)	
Contract Size (# of clients served, number of trips, etc):	
Contract Period	
Number of Contractor staff assigned to contract:	
Annual Value of Contract:	

Virginia Medicaid
Non-Emergency Transportation Point Estimate
Summary - FY 2006 Capitation Rates

Attachment E
Page 1

Offerors may submit Cost Proposals up to 10% above or below the point estimates in Column C: Regions.

A: Aid Category	B: Age Group	C: Region			D: Weighted Average
		1, 5, and 6	2, 3, and 4	7	
ABAD - MR/DD Waiver	All Ages	\$ 226.85	\$ 226.85	\$ 268.01	\$232.50
	Average	\$ 226.85	\$ 226.85	\$ 268.01	\$232.50
ABAD - Nursing Home	All Ages	\$ 24.48	\$ 24.48	\$ 43.49	\$26.56
	Average	\$ 24.48	\$ 24.48	\$ 43.49	\$26.56
Other ABAD	Children under 21	\$ 4.29	\$ 7.98	\$ 4.60	\$6.38
	Adults 21+	\$ 13.86	\$ 22.90	\$ 11.65	\$18.45
	Average	\$ 13.12	\$ 21.79	\$ 11.26	\$17.57
FFS FAMIS	Children under 21	\$ 0.11	\$ 0.11	\$ 0.11	\$0.11
	Average	\$ 0.11	\$ 0.11	\$ 0.11	\$0.11
TANF	Children under 21	\$ 0.47	\$ 0.64	\$ 0.44	\$0.55
	Adults 21+	\$ 1.24	\$ 1.36	\$ 1.98	\$1.38
	Average	\$ 0.58	\$ 0.75	\$ 0.60	\$0.66
Weighted Average		\$8.94	\$15.46	\$11.24	\$12.67

VIRGINIA MEDICAID

Non-Emergency Transportation

Regions 1-7

Annual Member Months by Aid Category Based on Historical Data

	April 2003-March 2004								
REGION	Annual Member Months								
	ABAD and Related		MR/DD Waiver	Nursing Home	FAMIS	TANF		Grand Total	
	Children under 21	Adults 21+	All Ages	All Ages	Children under 21	Children under 21	Adults 21+	Annual	Monthly Average
1	19,028	235,966	6,131	23,683	37,477	370,529	62,044	754,858	62,905
2	25,008	228,897	12,237	60,772	19,222	402,009	62,123	810,266	67,522
3	10,402	182,703	14,431	50,463	8,969	180,197	32,396	479,561	39,963
4	15,976	230,733	17,019	65,740	12,298	268,656	52,902	663,325	55,277
5	4,750	64,545	5,923	18,123	5,131	107,093	15,309	220,876	18,406
6	7,529	69,066	5,592	18,386	12,366	147,720	18,913	279,571	23,298
7	9,978	171,655	9,803	29,312	14,520	278,724	30,688	544,681	45,390
TOTAL-Virginia	92,671	1,183,565	71,137	266,479	109,984	1,754,928	274,374	3,753,138	312,762
MONTHLY AVE-Virginia	7,723	98,630	5,928	22,207	9,165	146,244	22,865	312,762	

Region 1

	April 2003-March 2004								
	Annual Member Months								
	ABAD and Related		MR/DD Waiver	Nursing Home	FAMIS	TANF		Grand Total	
	Children under 21	Adults 21+	All Ages	All Ages	Children under 21	Children under 21	Adults 21+	Annual	Monthly Average
County/City/Facility									
Bland County	231	2,092	56	431	469	3,642	504	7,424	619
Bristol City	972	9,517	355	987	846	17,928	3,907	34,512	2,876
Buchanan County	1,863	21,775	279	991	4,003	30,168	5,054	64,132	5,344
Carroll County	852	11,426	439	1,933	2,771	24,709	3,700	45,830	3,819
Dickenson County	810	13,759	205	848	2,627	19,102	3,338	40,689	3,391
Galax City	209	3,908	276	921	750	8,653	1,273	15,990	1,332
Grayson County	456	7,741	324	1,329	1,671	14,728	1,606	27,854	2,321
Lee County	1,633	24,743	261	1,702	3,450	31,684	6,460	69,933	5,828
Norton City	229	3,235	36	135	274	4,712	1,101	9,723	810
Russell County	1,636	21,240	513	664	3,179	30,569	5,718	63,519	5,293
Scott County	1,048	17,938	362	1,355	1,972	19,599	2,930	45,204	3,767
Smyth County	1,406	15,988	511	2,177	2,294	27,590	3,495	53,461	4,455
SW TRN CTR	0	17	6	2,534	0	0	0	2,556	213
SW VA MH	0	25	0	160	0	0	0	185	15
Tazewell County	2,606	24,369	578	2,188	5,230	44,677	6,899	86,547	7,212
Washington County	1,521	21,426	592	1,362	3,424	30,670	3,572	62,567	5,214
Wise County	3,026	27,909	831	2,418	4,201	50,150	10,690	99,225	8,269
Wythe County	531	8,856	509	1,549	317	11,948	1,797	25,508	2,126
ANNUAL TOTAL-Region 1	19,028	235,966	6,131	23,683	37,477	370,529	62,044	754,858	62,905
MONTHLY AVE-Region 1	1,586	19,664	511	1,974	3,123	30,877	5,170	62,905	

Region 2

	April 2003-March 2004								
	Annual Member Months								
	ABAD and Related		MR/DD Waiver	Nursing Home	FAMIS	TANF		Grand Total	
	Children under 21	Adults 21+	All Ages	All Ages	Children under 21	Children under 21	Adults 21+	Annual	Monthly Average
County/City/Facility									
Alleghany County	773	5,713	349	1,278	856	11,842	2,257	23,067	1,922
Amherst County	988	7,188	669	1,516	2,170	22,307	2,784	37,622	3,135
Appomattox County	543	4,696	191	726	1,161	10,908	1,879	20,104	1,675
Bedford City	212	1,719	93	450	126	2,920	358	5,879	490
Bedford County	1,155	7,367	862	1,472	563	14,452	1,951	27,822	2,319
Botetourt County	311	3,184	147	923	200	4,124	457	9,346	779
Campbell County	1,883	13,199	880	2,796	3,747	37,936	4,954	65,395	5,450
CATAWBA SAN	0	308	0	130	0	0	0	439	37
CENTRAL VA TRN CTR	8	17	0	7,078	0	0	0	7,103	592
Charlotte County	502	5,278	187	997	206	4,738	582	12,490	1,041
Clifton Forge City	0	13	0	0	2	14	1	30	3
Covington City	279	2,405	144	432	420	5,321	967	9,968	831
Craig County	234	1,276	12	336	328	3,217	316	5,719	477
Danville City	2,084	20,840	1,087	4,767	326	28,446	5,473	63,023	5,252
Floyd County	234	3,008	327	737	149	4,457	541	9,453	788
Franklin County	888	9,305	380	2,260	370	15,825	2,026	31,053	2,588
Giles County	398	5,923	236	1,175	74	6,177	685	14,669	1,222
Halifax County	733	13,336	589	3,204	378	10,053	1,446	29,739	2,478
Henry County	1,454	13,009	521	3,584	430	21,419	3,003	43,420	3,618
Lynchburg City	3,175	21,438	1,001	4,474	4,296	63,327	10,246	107,956	8,996
Martinsville City	543	5,126	309	1,711	148	7,496	1,214	16,547	1,379
Montgomery County	1,062	10,225	569	2,023	544	18,780	3,119	36,322	3,027
Patrick County	403	5,754	270	1,882	129	9,211	1,853	19,502	1,625
Pittsylvania County	1,560	18,672	659	3,299	529	21,820	3,179	49,718	4,143
Pulaski County	725	9,061	267	1,585	379	13,524	1,924	27,464	2,289
Radford City	89	2,024	130	570	62	3,336	560	6,770	564
Roanoke City	3,612	28,648	1,299	6,800	1,046	43,480	7,952	92,836	7,736
Roanoke County	1,003	8,975	990	4,129	444	15,909	2,260	33,709	2,809
Salem City	157	1,190	71	438	139	971	133	3,099	258
ANNUAL TOTAL-Region 2	25,008	228,897	12,237	60,772	19,222	402,009	62,123	810,266	67,522
MONTHLY AVE-Region 2	2,084	19,075	1,020	5,064	1,602	33,501	5,177	67,522	

Region 3

	April 2003-March 2004								
	<u>Annual Member Months</u>								
	ABAD and Related		MR/DD Waiver	Nursing Home	FAMIS	TANF		Grand Total	
	Children under 21	Adults 21+	All Ages	All Ages	Children under 21	Children under 21	Adults 21+	Annual	Monthly Average
County/City/Facility									
Amelia County	59	2,423	204	607	135	1,649	282	5,359	447
Brunswick County	262	6,274	506	1,293	154	4,559	814	13,861	1,155
Buckingham County	163	5,011	60	1,051	144	2,920	535	9,885	824
CENTRAL ST HOSP	0	8	0	661	0	0	0	669	56
Charles City County	46	1,568	41	285	56	718	160	2,873	239
Chesterfield County	1,710	14,672	4,177	4,769	2,006	26,612	4,158	58,104	4,842
Colonial Heights City	65	1,502	50	696	125	1,846	405	4,688	391
Cumberland County	210	3,326	138	489	190	2,183	298	6,835	570
Dinwiddie County	293	5,094	236	968	108	4,063	624	11,387	949
Emporia City	108	2,613	60	591	81	1,745	336	5,534	461
Goochland County	54	2,189	153	525	80	1,385	122	4,508	376
Greensville County	231	3,093	117	512	38	2,021	322	6,334	528
Hanover County	410	5,625	1,069	2,180	321	5,713	1,174	16,493	1,374
Henrico County	1,601	21,054	2,272	7,037	2,137	29,453	5,637	69,191	5,766
Hopewell City	429	4,529	45	1,435	230	6,884	1,407	14,959	1,247
Lunenburg County	272	4,811	125	888	105	2,662	308	9,170	764
Mecklenburg County	579	10,683	569	2,463	303	7,109	930	22,636	1,886
New Kent County	90	901	96	357	52	1,002	159	2,658	221
Nottoway County	252	4,192	192	920	165	3,303	501	9,525	794
Petersburg City	706	13,528	548	3,075	388	10,652	2,022	30,919	2,577
PIEDMONT ST HOSP	0	870	0	270	0	0	0	1,140	95
Powhatan County	44	2,008	235	401	102	1,255	192	4,237	353
Prince Edward County	246	4,800	413	964	153	4,792	824	12,193	1,016
Prince George County	227	2,457	24	627	186	2,785	411	6,717	560
Richmond City	2,133	54,276	2,585	11,787	1,534	50,990	10,046	133,351	11,113
SOUTHSIDE VA TRN CTR	0	11	9	4,632	0	0	0	4,652	388
Surry County	47	1,513	48	309	57	1,499	283	3,756	313
Sussex County	164	3,673	461	669	120	2,397	445	7,928	661
ANNUAL TOTAL-Region 3	10,402	182,703	14,431	50,463	8,969	180,197	32,396	479,561	39,963
MONTHLY AVE-Region 3	867	15,225	1,203	4,205	747	15,016	2,700	39,963	

Non-Emergency Transportation Historical Member Months by Aid Category
Region 4

	April 2003-March 2004								
	Annual Member Months								
	ABAD and Related		MR/DD Waiver	Nursing Home	FAMIS	TANF		Grand Total	
	Children under 21	Adults 21+	All Ages	All Ages	Children under 21	Children under 21	Adults 21+	Annual	Monthly Average
County/City/Facility									
Accomack County	659	9,776	646	2,153	382	8,689	1,165	23,469	1,956
Chesapeake City	1,688	18,507	1,140	5,190	1,380	24,795	5,046	57,745	4,812
EASTERN ST HOSP	0	94	0	1,580	0	0	0	1,674	139
Essex County	62	2,487	144	596	88	2,335	344	6,056	505
Franklin City	145	2,700	106	901	81	2,630	480	7,041	587
Gloucester County	302	4,060	343	1,395	279	4,035	797	11,210	934
Hampton City	1,331	15,785	1,386	4,402	1,105	25,203	5,575	54,788	4,566
Isle of Wight County	362	5,983	157	1,652	200	4,685	853	13,892	1,158
James City County	201	3,314	301	811	164	4,220	723	9,735	811
King and Queen County	17	1,627	70	448	66	1,079	191	3,497	291
King William County	100	2,047	128	506	77	1,566	281	4,704	392
Lancaster County	85	2,280	130	696	129	2,116	271	5,707	476
Mathews County	52	1,245	170	859	91	999	112	3,529	294
Middlesex County	77	1,860	201	810	89	1,376	213	4,625	385
Newport News City	2,403	25,176	1,640	6,810	1,439	41,110	8,792	87,370	7,281
Norfolk City	2,380	43,999	2,010	10,936	1,503	46,769	10,499	118,095	9,841
Northampton County	223	6,359	466	970	198	3,492	552	12,258	1,022
Northumberland County	90	2,638	137	757	152	2,097	228	6,099	508
Poquoson City	83	502	32	325	38	487	94	1,561	130
Portsmouth City	1,706	20,947	1,883	5,261	789	22,045	4,416	57,047	4,754
Richmond County	71	1,898	82	625	64	1,526	218	4,484	374
SE TRN CT	0	12	0	2,284	0	0	0	2,296	191
Southampton County	251	5,309	36	1,585	100	3,443	589	11,313	943
Suffolk City	631	15,523	614	4,119	552	13,944	2,353	37,736	3,145
Virginia Beach City	2,579	28,527	4,716	7,888	2,902	42,763	7,877	97,253	8,104
Westmoreland County	165	4,190	98	895	185	3,028	486	9,047	754
Williamsburg City	64	1,177	48	346	41	896	158	2,731	228
York County	250	2,713	335	942	204	3,329	590	8,363	697
ANNUAL TOTAL-Region 4	15,976	230,733	17,019	65,740	12,298	268,656	52,902	663,325	55,277
MONTHLY AVE-Region 4	1,331	19,228	1,418	5,478	1,025	22,388	4,409	55,277	

Non-Emergency Transportation Historical Member Months by Aid Category
Region 5

	April 2003-March 2004								
	Annual Member Months								
	ABAD and Related		MR/DD Waiver	Nursing Home	FAMIS	TANF		Grand Total	
	Children under 21	Adults 21+	All Ages	All Ages	Children under 21	Children under 21	Adults 21+	Annual	Monthly Average
County/City/Facility									
Albemarle County	406	6,569	416	1,797	415	7,801	1,009	18,414	1,534
Caroline County	131	3,450	295	1,146	222	4,223	583	10,050	837
Charlottesville City	337	6,573	1,195	1,514	380	7,463	1,678	19,140	1,595
Culpeper County	371	5,570	578	1,567	378	8,696	1,306	18,466	1,539
Fauquier County	385	4,502	465	1,498	239	8,010	1,158	16,257	1,355
Fluvanna County	116	2,201	43	737	179	2,187	207	5,671	473
Fredericksburg City	198	4,060	597	1,145	269	8,591	1,523	16,383	1,365
Greene County	88	1,970	129	609	234	2,456	339	5,826	485
King George County	147	1,641	168	524	170	3,915	581	7,147	596
Louisa County	265	5,100	151	1,048	319	3,736	606	11,225	935
Madison County	45	2,031	96	703	102	1,668	272	4,917	410
Nelson County	61	3,393	52	773	219	1,783	248	6,528	544
Orange County	186	4,070	334	1,595	201	3,865	642	10,894	908
Rappahannock County	123	1,321	0	273	461	1,832	164	4,174	348
Spotsylvania County	1,104	7,145	773	1,886	825	20,517	2,606	34,855	2,905
Stafford County	788	4,947	631	1,310	519	20,349	2,387	30,930	2,578
ANNUAL TOTAL-Region 5	4,750	64,545	5,923	18,123	5,131	107,093	15,309	220,876	18,406
MONTHLY AVE-Region 5	396	5,379	494	1,510	428	8,924	1,276	18,406	

Non-Emergency Transportation Historical Member Months by Aid Category
Region 6

	April 2003-March 2004								
	Annual Member Months								
	ABAD and Related		MR/DD Waiver	Nursing Home	FAMIS	TANF		Grand Total	
	Children under 21	Adults 21+	All Ages	All Ages	Children under 21	Children under 21	Adults 21+	Annual	Monthly Average
County/City/Facility									
Augusta County	660	7,140	736	1,895	274	9,318	1,338	21,360	1,780
Bath County	92	1,086	60	197	264	2,008	183	3,891	324
Buena Vista City	247	1,941	62	485	118	2,116	286	5,255	438
Clarke County	184	1,580	92	662	362	3,614	434	6,928	577
Frederick County	1,157	7,298	590	1,169	2,730	21,923	2,778	37,644	3,137
Harrisonburg City	327	4,012	325	1,569	248	8,519	1,111	16,111	1,343
Highland County	63	685	64	115	244	1,147	58	2,377	198
Lexington City	51	1,328	84	390	22	698	82	2,654	221
Page County	745	6,975	254	1,206	1,782	15,644	1,546	28,152	2,346
Rockbridge County	354	4,167	390	911	136	4,187	521	10,666	889
Rockingham County	576	7,598	1,028	2,588	385	11,637	1,434	25,246	2,104
Shenandoah County	786	6,196	402	2,063	2,031	18,918	2,255	32,651	2,721
Staunton City	264	4,165	550	1,620	126	6,204	894	13,824	1,152
Warren County	832	5,256	191	1,236	1,697	19,249	2,819	31,279	2,607
Waynesboro City	203	4,028	405	1,098	199	5,186	893	12,011	1,001
WESTERN ST HOSP	0	12	0	0	0	0	0	12	1
Winchester City	989	5,599	360	1,182	1,747	17,352	2,281	29,511	2,459
ANNUAL TOTAL-Region 6	7,529	69,066	5,592	18,386	12,366	147,720	18,913	279,571	23,298
MONTHLY AVE-Region 6	627	5,755	466	1,532	1,031	12,310	1,576	23,298	

Non-Emergency Transportation Historical Member Months by Aid Category
Region 7

	April 2003-March 2004								
	Annual Member Months								
	ABAD and Related		MR/DD Waiver	Nursing Home	FAMIS	TANF		Grand Total	
	Children under 21	Adults 21+	All Ages	All Ages	Children under 21	Children under 21	Adults 21+	Annual	Monthly Average
County/City/Facility									
Alexandria City	727	16,496	815	3,594	1,456	26,952	3,507	53,547	4,462
Arlington County	693	19,125	655	4,124	1,867	26,131	2,593	55,187	4,599
Fairfax City	50	513	96	77	234	596	25	1,592	133
Fairfax County	5,149	103,112	5,485	12,212	6,427	143,612	13,208	289,206	24,101
Falls Church City	0	108	36	6	90	157	0	397	33
Loudoun County	685	9,935	727	2,184	879	16,720	2,314	33,444	2,787
Manassas City	275	2,118	276	565	757	8,417	823	13,231	1,103
Manassas Park City	120	727	72	110	297	3,220	337	4,883	407
N VA TRAINING SCH	0	14	0	2,254	0	0	0	2,268	189
Prince William County	2,279	19,507	1,641	4,185	2,514	52,918	7,882	90,926	7,577
ANNUAL TOTAL-Region 7	9,978	171,655	9,803	29,312	14,520	278,724	30,688	544,681	45,390
MONTHLY AVE-Region 7	832	14,305	817	2,443	1,210	23,227	2,557	45,390	

ATTACHMENT F
STARTUP COST PROPOSAL:
OFFEROR'S COST DETAILS FOR STARTUP AND IMPLEMENTATION

REGION: _____

Start-up Price; for period between date of signing contract with DMAS and date of start of operations	Total Price of Initial Contract Period
Cost of Bonds	
Computers, including Software	
Telephone and other Communications	
Office Space, Furnishings, Utilities	
Consulting Services	
Other Expenses (<u>Detailed</u>):	
Grand Total	*

2003 Historical Call Center Phone Systems Report						
Month	Total Calls Received	Total Calls Answered	Total Calls Abandoned	Average Abandon Time	Average Talk Time	Average Speed Answered
Jan-03	38,437	34,962	3,475	2:12	4:11	2:14
Feb-03	33,637	30,233	3,404	2:22	3:49	2:15
Mar-03	33,911	30,729	3,182	2:14	3:41	2:13
Apr-03	31,021	28,579	2,442	2:45	3:48	2:09
May-03	30,617	28,454	2,163	2:04	3:17	1:51
Jun-03	31,514	30,143	1,371	2:04	3:08	1:25
Jul-03	32,010	30,138	1,872	2:13	3:12	1:57
Aug-03	31,229	29,743	1,486	1:30	2:59	1:30
Sep-03	32,904	31,284	1,620	1:50	2:59	1:46
Oct-03	35,229	33,478	1,751	1:51	2:59	1:30
Nov-03	28,694	27,092	1,598	1:47	2:46	1:21
Dec-03	30,376	28,916	1,452	1:17	2:52	1:01
Totals	389,579	363,751	25,816	2:01	3:18	1:46

Attachment G

Attachment H

Regional Office Historical Call Statistics

	Avg # of Regional Where's My Ride?		Avg # of Regional Provider Calls per	
	Calls per Week	Average Talk Time per call (minutes)	Week	Average Talk Time per call (minutes)
Region 1	673	2:20	409	2:11
Region 2	261	2:00	232	1:28
Region 3	1031	2:28	209	1:48
Region 4	633	3:12	406	2:15
Region 5/6	147	2:33	121	2:02
Region 7	489	2:36	151	1:18

* Data represents ACD call figures from Oct - Dec 2003

** Note: This data does not include calls made to the Norton Reservation line and only represents regional Where's my ride line and provider line calls only.

Attachment I

COST PROPOSAL FORM

Region: _____

Aid Category	Age Group	PMPM Service Cost	PMPM Admin Cost	Total PMPM
ABAD - MR/DD Waiver	All Ages			
ABAD - Nursing Home	All Ages			
Other ABAD	Children under 21			
	Adults 21+			
FFS FAMIS	Children under 21			
TANF	Children under 21			
	Adults 21+			